

SCOTTSDALE

CITY COUNCIL MEETING



*****AMENDED*** AGENDA (ITEM NO. 2 DATE AMENDED, ITEM NO. 6 ADDED)**

COUNCIL

Mary Manross, Mayor

Wayne Ecton

Robert W. Littlefield

Cynthia Lukas

Ned O'Hearn

David Ortega

Tom Silverman

Monday, March 3, 2003

5:00 P.M.

CITY COUNCIL MEETING

Call to Order – City Hall Kiva Forum, 3939 N. Drinkwater Boulevard

Roll Call

Pledge of Allegiance

Invocation

Presentations/Information Updates

Historic Preservation Commission Progress Report

Volunteer Protection Program Flag Presentation

Public Comment

Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during this evening's meeting. Please check the box that refers to "public comment." This "Public Comment" time is reserved for citizen comments regarding non-agendized items. No official Council action can be taken on these items.

1. Installation of Freeway Management System (FMS) conduit.**Request:**

- Consider approval of Engineering Services Contract No. 2003-025-COS with DMJM Holmes & Narver, in the amount of \$163,237.00, for the design of fiber optic cable to be installed in the existing ADOT Freeway Management System (FMS) duct bank along the Loop 101 Freeway from Scottsdale Road to Via Linda Road.
- Consider adoption of Resolution No. 6252 to authorize IGA No. 2003-027-COS with ADOT to install the fiber optic cable in the Freeway FMS between Scottsdale Road and Via Linda Road.

Staff Contact(s): Annette Grove, Sr. Project Manager, 480-312-2399, Agrove@ci.scottsdale.az.us; Bruce Dressel, ITS Project Manager, 480-312-2358, Bdressel@ci.scottsdale.az.us

*****2. Bell Road II Improvement District****Request:**

- Set ***April 1,*** 2003 as the date for a Public Hearing on Bell Road II Improvement District.
- Adoption of Resolution 6262 which will establish the final assessments for properties within the improvement district.

Related Policies, References: Resolution 5751, declaring the intention to form the improvement district, adopted by Council on February 4th 2001; Resolution 5832, ordering work to begin within the district, adopted by Council on June 5th 2001; Resolution 5961, Approving the Assessment Diagram and Ordering the Sale of Not to Exceed \$7.9 Million Improvement District (ID) Bonds, adopted by Council on November 5, 2001.

Staff Contact(s): Alex McLaren, Construction and Design Director, 480-312-7099, amclaren@ci.scottsdale.az.us

3. Scottsdale Bead Supply & Sale of a Vacant City Parcel**Request:**

- Adoption of Resolution No 5929 authorizing Development Agreement No. 2001-138-COS for sale of a vacant City Owned parcel of land (Loloma Parcel B).
- A rezone from Central Business District (C-2) and Highway Commercial (C-3) to Downtown/Office Commercial, Type 2 (D/OC-2).
- Adoption of Ordinance No. 3250 reaffirming the above rezoning.

Location: NEC Marshall Wy & Goldwater

Reference: 14-ZN-2000

Staff Contact(s): Kira Wauwie, Project Coordination Manager, 480-312-7061, kwauwie@ScottsdaleAZ.gov

CONSENT AGENDA

Monday, March 3, 2003

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4. Land acquisition for the McDowell Sonoran Preserve

Request: Adopt Resolution No. 6257 authorizing purchase in the amount of \$190,100 for the 5.003-acre Parcel No. 216-59-005H, located at 30115 N. 128th Street, for the McDowell Sonoran Preserve.

Related Policies, References: The parcel is within the expanded Recommended Study Boundary approved in August 1998, by City Council and in November 1998, by voters. The acquisition of this land supports City Council Broad Goal B: Preserve the Character and Environment of Scottsdale, and two sub-goals under Goal B: Complete the acquisition of lands within the adopted Preserve boundaries; and Protect natural resources, open spaces and views.

Staff Contact(s): Robert J. Cafarella, AICP, Director, Preservation Division, 480-312-2577
(rcafarella@ci.scottsdale.az.us)

Regular Agenda begins on the following page

5. Chaparral Park Municiple Use Master Site Plan

Request: Approve Municipal Use Master Site Plan approval for Chaparral Park extension including modified off-leash area, and 2 new lighted multi use sports fields, on a 20+/- acre area located on the north and south sides of McDonald Drive, east of Hayden Road. Current zoning for the area is Open Space District (O-S).

Location: North and south sides of McDonald Drive, East of Hayden Road

Reference: 2-MP-2002#2

Staff Contact(s): Al Ward, Senior Planner, 480-312-7067, award@ScottsdaleAZ.gov

*****6. Los Arcos Reconsideration**

Request: Request to reconsider previous action by the City Council directing staff to negotiate redevelopment agreement with the Ellman Co's for the development of Los Arcos site. (Per request of Councilman David Ortega).

Public Comment

Citizens may complete one speaker/citizen comment card per night and submit it to the City Clerk before or during this evening's meeting. This "Public Comment" time is reserved for citizen comments regarding non-agendized items. No official Council action will be taken on these items.

City Manager's Report

Mayor and Council Items

Adjournment

Section 2.17 of the Scottsdale City Code states, "Regular Meetings that are scheduled to be conducted on consecutive days may be combined and held on either of the two (2) days, at the election of the council, and shall be considered a single meeting." The Council may hold over any items noticed on the Monday agenda to the agenda for the Tuesday meeting.

CITY COUNCIL REPORT



MEETING DATE: 03/03/2003 ITEM No. / GOAL: Transportation

SUBJECT

Engineering Services Contract No. 2003-025-COS for the Freeway: Scottsdale to Via Linda fiber optic system and Resolution No. 6252 authorizing Intergovernmental Agreement (IGA) No. 2003-027-COS with the Arizona Department of Transportation (ADOT) to install the Freeway Management System (FMS) conduit.

REQUEST

- Consider approval of Engineering Services Contract No. 2003-025-COS with DMJM Holmes & Narver, in the amount of \$163,237.00, for the design of fiber optic cable to be installed in the existing ADOT Freeway Management System (FMS) duct bank along the Loop 101 Freeway from Scottsdale Road to Via Linda Road.
- Consider adoption of Resolution No. 6252 to authorize IGA No. 2003-027-COS with ADOT to install the fiber optic cable in the Freeway FMS between Scottsdale Road and Via Linda Road.

BACKGROUND

The overall goal of the Intelligent Transportation System (ITS) is to provide traffic monitoring capabilities and communications in the City at critical intersections, and to develop the traffic management capabilities that will enable the City to improve street capacities and safety. Due to the increase in traffic in and around Scottsdale, it has been determined that the City can benefit from the use of advanced technologies to monitor and control congestion, display current traffic conditions to the drivers, improve the capacity of the transportation network, and enhance public safety.

This conduit link along the Loop 101 from Scottsdale Road to Via Linda will allow for interconnection with the City-owned fiber optic cable to be installed along Scottsdale Road between Frank Lloyd Wright Boulevard and the Loop 101 and along the Camelback Walk connecting from the Loop 101 to the Police Headquarters and the Corporation Yard located south of Via Linda.

For the use of the ADOT FMS conduit system, Scottsdale will provide an additional 96-strand fiber cable in the same conduit for future ADOT ITS use. Federal funding will pay for a majority of this project, at an estimated cost of \$780,000. Scottsdale will be responsible for 5.7% of the funding from existing ITS Capital Funds.

The City is currently negotiating with the Arizona Department of Transportation for installation of fiber optic cable along the Loop 101 from Via Linda to Indian School. With this connection, the City will be connected to north Scottsdale via fiber optic versus traditional overhead or leased telecommunications wire.

ANALYSIS & ASSESSMENT

Recent staff action.

Scottsdale has recently completed a fiber optic infrastructure and deployment of Intelligent Transportation Systems on Indian School Road, from 64th Street to Pima Road. This includes the installation of CCTV cameras, Variable message signs, and vehicle detection devices. The Traffic Management Center in One Civic Center was also completed with this project, allowing traffic engineers to monitor, and modify traffic signal timing remotely, and with greater accuracy, resulting in less delay to Scottsdale drivers.

Significant issues to be addressed.

The design for this project must be completed before June 2003, and submitted to the Arizona Department of Transportation for final approval in order to retain Federal Funding for this project. Construction is planned for October 2003.

Community involvement.

Construction of the fiber installation will not affect motorists along the Freeway. Installation of the conduit connections at the major intersections (Scottsdale, Hayden, Princess, Bell, Cactus, Shea, and Via Linda) will occur during non-peak hours.

RESOURCE IMPACTS

Available funding.

Funds are available in CIP Account No. 410-T8150-52190 (Intelligent Transportation System). The Federal Government will contribute 94.3% of construction costs. Scottsdale is responsible for the design of the project.

Staffing, workload impact.

Existing Capital Project Management staff will manage this project, with TMC staff available for technical issues.

Maintenance requirements.

The installation of fiber optics does not require maintenance in the field. Only the equipment in the Traffic Management Center, and the field equipment at the intersections and cameras will require normal 6 month maintenance, which will be absorbed into the existing ITS maintenance plan.

Future budget implications.

This design and pending construction will only have budget implications if the fiber or conduit is damaged. However, all of ADOTS's FMS conduit is concrete-encased, and damage is not likely.

OPTIONS & STAFF RECOMMENDATION

Description of Option A:

Approval of this Resolution and Engineering Services Contract will allow for the design of a fiber connection along the Loop 101 Freeway.

Description of Option B:

Do not approve this Engineering Service Contract, which will delay the completion of the ITS network "backbone", and lose federal funds for the construction of this project.

Recommended Approach:

It is recommended that this Resolution and Engineering Services Contract be approved.

Proposed Next Steps:

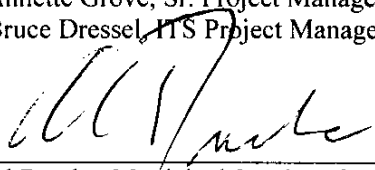
Upon approval of the Contract, the Consultant will be issued a Notice to Proceed with the design of the project and coordination with ADOT.

RESPONSIBLE DEPT(S) Municipal Services and Transportation

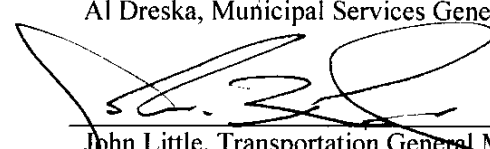
STAFF CONTACTS

Annette Grove, Sr. Project Manager, 480-312-2399, Agrove@ci.scottsdale.az.us
Bruce Dressel, ITS Project Manager, 480-312-2358, Bdressel@ci.scottsdale.az.us

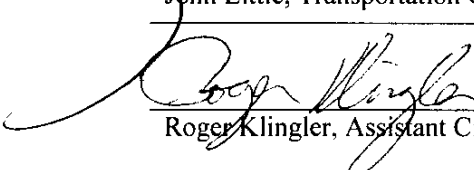
APPROVED BY


Al Dreska, Municipal Services General Manager

2/13/03
Date


John Little, Transportation General Manager

2/14/03
Date


Roger Klingler, Assistant City Manager

2/13/03
Date

ATTACHMENTS

1. Engineering Services Contract No. 2003-025-COS
2. Resolution No. 6252
3. Intergovernmental Agreement No. 2003-027-COS with the Arizona Department of Transportation
4. Location Map

**CITY OF SCOTTSDALE
ENGINEERING SERVICES CONTRACT**

THIS CONTRACT, made and entered into this 3rd day of March, 2003, by and between the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and DMJM Holmes & Narver, a Corporation of the State of California, hereinafter referred to as "Engineer".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, the City desires to contract for Engineering services to design the installation of fiber optic cable in the existing Freeway Management System (FMS) duct bank along the Loop 101 Freeway from Scottsdale Road to Via Linda Road; and

WHEREAS, Engineer is qualified to render the services desired by City;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

Engineer shall act under the authority and approval of the Contract Administrator to provide the engineering services required by this Contract.

The City wishes to assign Engineer the tasks specified in the attached Exhibit A, Project Scope of Work, which is hereby incorporated by reference and made a part of this Contract.

The Engineer shall obtain all necessary information for the timely completion of the tasks specified in Exhibit A, Project Scope of Work.

2.0 FEES AND PAYMENTS

2.1 FEE SCHEDULE

Engineer shall be paid according to following schedule:

A.	Mobilization	\$ 42,383.00
B.	35% Design	\$ 50,292.00
C.	95% Design	\$ 20,917.00
D.	100% Design	\$ 10,451.00
E.	Post-Design Services	\$ 18,915.00
F.	Potholing Allowance	<u>\$ 20,369.00</u>

TOTAL \$163,237.00

2.2 PAYMENT APPROVAL

The time spent for each task shall be recorded and submitted to the Contract Administrator. Engineer shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Engineer on the basis of a progress report prepared and submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator shall prepare a partial payment request document for the Engineer's acceptance. However, not more than 90% of the total contract price shall be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis.

All charges must be approved by the Contract Administrator prior to payment.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Annette Grove, or designee. The Contract Administrator shall oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer shall submit all reports and special requests through the Contract Administrator.

3.2 TERM OF CONTRACT

The Engineer agrees to proceed with the work immediately upon notification to proceed issued by the Contract Administrator and shall complete all work within 365 calendar days, including City review.

This Contract shall be in full force and effect when it has been approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor as attested by the City Clerk thereof.

In the event that any tasks remain incomplete after the specified completion time period, continuation of this Contract shall be subject to written approval by the Contract Administrator.

3.3 CONTRACT EXTENSION

The City reserves the option to extend the Scope of Services to include up to two additional phases of the Contract pursuant to a mutually agreeable contract amendment, upon the recommendation of the Contract Administrator and concurrence of the Purchasing Office, and subject to City Council approval.

3.4 TERMINATION OF CONTRACT

The City has the right to terminate this Contract or abandon any portion of the project for which services have not been performed by the Engineer.

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Engineer shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Engineer shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Engineer and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator shall determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Engineer has delivered the last of the partially completed items. Engineer shall not be paid for any work done upon receipt of the notice of termination, nor for any costs incurred by Engineer's suppliers or Subcontractors, which Engineer could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Engineer, or if the Engineer fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Engineer for any amount, and Engineer shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Engineer.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Engineer in writing, and immediately upon receiving such notice, the Engineer shall discontinue advancing the work under this Contract and proceed to close said operations.

Upon such termination or abandonment, the Engineer shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data shall be the City's sole responsibility.

The Engineer shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Engineer shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the City from the Engineer is determined by a court of competent jurisdiction.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Engineer at least thirty (30) days prior to the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of such period.

3.5 AUDIT

The City may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Engineer's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Engineer shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Engineer and payee. Such requirements will also apply to any and all Subcontractors.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Engineer to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Engineer. Any adjustments and/or payments which must be made as a result of any such

audit or inspection of the Engineer's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Engineer.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there shall be no limitations upon the City as to subsequent use of the plans or ideas incorporated therein, for the preparation of final construction plans. The City does agree to release the Engineer from any liability related to the preparation of final construction plans by others.

3.7 COMPLETENESS AND ACCURACY

The Engineer shall be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the Engineering errors shall be chargeable to the Engineer. Additional construction added to the project shall not be considered the responsibility of the Engineer unless the need for same was created by any error, omission, or negligent act of the Engineer. The fact that the City has accepted or approved the Engineer's work shall in no way relieve the Engineer of any of its responsibilities.

3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Engineer, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Engineer shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Engineer shall sell its assets.

3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Contract Administrator.

3.11 SUBCONTRACTORS

During the performance of the Contract, the Engineer may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Engineer.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of Engineering Services to be performed in accordance with this Contract is set forth herein, and, if the Engineer is asked to perform services which are not included in this Contract, they will be considered additional services. The Engineer shall not perform these services without written authorization in the form of an approved Change Order from the City. In the event the Engineer performs the additional services without written authorization (Change Order) from the City to perform same, it shall be assumed that the additional services were included in the original Scope of Services and the fees set forth herein, and therefore, the Engineer shall not be permitted to request nor receive any additional compensation for those additional services.

3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

3.14 CONFLICT OF INTEREST

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Engineer shall reveal fully in writing any financial or compensatory agreement which it has with a prospective Engineer prior to the City's publication of documents for bidding.

3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City using the Engineer's services shall be undertaken without prior written approval of such advertising or publicity by the Contract Administrator.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Engineer shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

3.22 EVALUATION OF ENGINEER'S PERFORMANCE

The Engineer will be evaluated regarding its performance of this Contract. This evaluation shall include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (linework, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.23 NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of the Engineer:
Robert L. Binkley
DMJMH+N
29645 North 45th Street
Cave Creek, AZ 85331
480-502-0580/480-515-1626(FAX)

On behalf of the City:
Annette Grove, Project Manager
City of Scottsdale
7447 East Indian School Road, Suite 205
Scottsdale, AZ 85251
480-312-2399/480-312-7971(FAX)

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

3.24 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.25 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.26 INDEMNIFICATION

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Engineer relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 INSURANCE

This solicitation/contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

4.1.1 General: Engineer agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B + + 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

- 4.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Engineer. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
- 4.1.3 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.
- 4.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- 4.1.5 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Engineer shall be solely responsible for any such deductible or self-insured retention amount. City of Scottsdale, at its option, may require Engineer to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 4.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Engineer shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Engineer. Engineer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 4.1.7 Evidence of Insurance: Prior to commencing any work or services under this Contract, Engineer shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above-cited policies expire during the life of this Contract, it shall be Engineer's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
 1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:

- a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance.
2. Engineer's insurance shall be primary insurance as respects performance of subject contract.
 3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Engineer under this Contract.
 4. Certificate shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.2 Required Coverage

- 4.2.1 Commercial General Liability: Engineer shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Engineer engages in any professional services or work adjunct or residual to performing the work under this Contract, Engineer shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Engineer, or anyone employed by Engineer, or anyone for whose acts, mistakes, errors and omissions Engineer is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Engineer shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.
- 4.2.3 Vehicle Liability: Engineer shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 4.2.4 Workers Compensation Insurance: Engineer shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Engineer's employees engaged in the performance of work or services under this Contract, and shall also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

5.0 SOFTWARE LICENSES

As to all software licenses provided to the City as part of Engineer's obligations under this Contract, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

5.1.1 Engineer shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Engineer becomes insolvent; or
2. Engineer ceases to conduct business; or
3. Engineer makes a general assignment for the benefit of creditors; or
4. A petition is filed in Bankruptcy by or against Engineer.

5.1.2 Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.3 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in 5.1.2 immediately above.

5.2 PROPRIETARY PROTECTION

5.2.1 City acknowledges that to the extent Engineer advises the City that the Software is confidential information or is a trade secret property of the Engineer, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 Engineer shall not use or disclose any knowledge, data or proprietary information relating to City obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Engineer shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 NON-INFRINGEMENT

Engineer warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against City asserting or involving such an allegation, Engineer will defend, at Engineer's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Engineer's opinion the Software is likely to become the subject of such a claim of infringement, Engineer will, at its option and its expense: (i) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

5.4 THIRD PARTY LICENSE

Engineer shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If City rejects the terms of a third party license, it shall be Engineer's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Prior to any contract payment being made, the attached I.R.S. Form **must** be completed and submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this 3rd day of March, 2003.

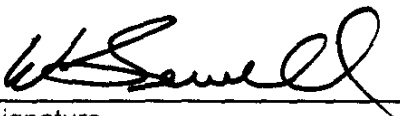
CITY OF SCOTTSDALE

Mary Manross, Mayor

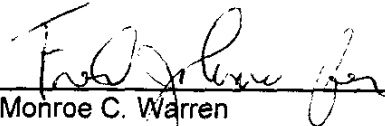
ATTEST:

ENGINEER:

Sonia Robertson, City Clerk

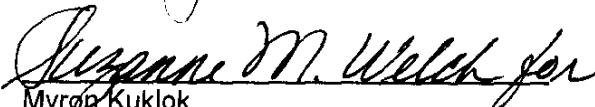


Signature



Monroe C. Warren
Purchasing Director

William Sewell



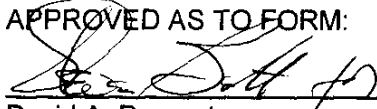
Myron Kuklok
Risk Management Director

Vice President



Annette Grove
Contract Administrator

APPROVED AS TO FORM:



David A. Pennartz
City Attorney

DESIGN SERVICES PROPOSED SCOPE OF WORK**PROVIDE PLANS AND SPECIAL PROVISIONS IN ADOT FORMAT FOR THE INSTALLATION AND TERMINATION OF FIBER OPTIC CABLE IN EXISTING ADOT FMS DUCTBANK ALONG THE LOOP 101 FREEWAY FROM SCOTTSDALE ROAD TO VIA LINDA ROAD****Scope of Work Summary:**

Provide Arizona Professional Engineer-signed and sealed, ADOT-formatted plans and special provisions to install, terminate, and test fiber optic cables in existing ADOT FMS ductbank along the Loop 101 Freeway from existing Scottsdale Road to Via Linda Road for future connection into the existing City of Scottsdale Transportation Department ITS network. Work under this proposal includes preparation of plans and written special provisions and reviews required to accommodate the detailed design of the fiber optic cable plant. This work includes the following specific tasks:

1. Provide ADOT-formatted plans and written special provisions for the detailed design of the City of Scottsdale cable plant, which will include an outside plant, multi-fiber single mode fiber optic (SMFO) cable, innerduct and detectable pull tape in existing conduit ductbanks in existing ADOT FMS ductbank from Scottsdale Road to Via Linda Road. Special provisions shall include provisions for fiber optic cable splice closure installation and termination in existing ADOT FMS and existing and new City-owned ITS facilities along the freeway for future connection of the City of Scottsdale ITS communications network.
2. Perform physical field verification of existing City-owned lateral conduits, associated pull boxes, and cabinets to be used by the Contractor during the construction phase of this project.
3. Provide two review submittals (30% & 95%) of plans and special provisions; consisting of six (6) copies on 8-1/2" x 11" bond for special provisions and 11" x 17" bond for plans. Plan drawings shall be provided in 100 scale for mainline plans and 20 scale for traffic intersection details.
4. Provide one final submittal (100%) of signed and sealed plans and special provisions; consisting of six (6) copies on 8-1/2" x 11" bond for special provisions and 11" x 17" bond for plans, and two (2) copies in electronic format on CD-ROM. Plan drawings shall be provided in 100 scale for mainline plans and 20 scale for traffic intersection details.
5. Attend review and planning meetings with the City and ADOT, as required, by the City regarding the work covered under the contract.
6. Provide limited Post-Design Services during the bidding and construction phases of the fiber optic cable plant installation project.

A detailed scope of services, in accordance with the requirements contained in the associated DCR, to be provided under this proposal is attached.

**PROPOSED DETAILED DESIGN SCOPE OF WORK
CITY OF SCOTTSDALE
LOOP 101 FREEWAY FIBER OPTIC CABLE PLANT INSTALLATION**

GENERAL DESIGN FEATURES

The cable plant design will provide for the construction and modifications required for the installation of a fiber optic cable plant in existing ADOT FMS ductbank and existing and new City-owned facilities and will include the following, as a minimum:

- Cable will be loose-tube, water blocked outside fiber optic cable with 48 (ADOT) and 96 (COS) single mode fibers meeting the requirements for single mode fiber optic cable for ITS in Section 3 of the City of Scottsdale DSPM.
- Two innerducts of differing colors, whose configuration will be carried throughout the installation, with detectable pull tapes will be included in the FMS ductbank.
- Lateral conduit breakouts will be made following ADOT installation standards for the installation of conduits in # 9 pull boxes. Provisions will be made at each breakout point to provide a conduit path to a point beyond ADOT ROW for the future connection to City of Scottsdale ITS conduit ductbanks.
- Splice closures will be included on the City of Scottsdale fiber optic cable plant at each major intersection point where future branch cables will be spliced into the City of Scottsdale main trunk cable and at each cable end to seal exposed fiber optic cable ends. Cable at each intersection point splice closure will be express spliced by removing the outer jacket to expose the inner buffer tubes and the splice closure shall then be installed to enclose the spliced area and the closure shall be sealed. Splice closures will meet the requirements for ITS splice closures in Section 3 of the City of Scottsdale DSPM.
- Splice closures will be provided on the ADOT fiber optic cable plant at each end only to seal exposed fiber optic cable ends. Splice closures will meet the requirements for ITS splice closures in Section 3 of the City of Scottsdale DSPM.
- All pull boxes will be standard ADOT # 7 or # 9 pull boxes; types and locations will be determined during the design.
- Steel sleeves and pull boxes will be considered where access to City right-of-way is required.
- Design will allow for 100-linear feet of continuous slack cable to be provided inside each # 9 pull box to be used as a lateral ductbank branch point or end point. All slack cable and splice closures will be required to be permanently affixed to the inside of associated # 9 pull boxes using specified racks and hooks.
- Design will require splice closures and cable to be marked at all ends and at intermediate pull boxes using specified fiber optic cable methods and materials. City cable and closures will require to be marked, "City of Scottsdale Fiber Optic Cable", and ADOT cable and closures will require to be marked, "ADOT Fiber Optic Cable".
- Design will require cable to be fully tested before and after installation. Design will specify all testing and sealing requirements and will state that testing will be performed on each fiber in both directions.

SPECIFIC DESIGN REQUIREMENTS

Design will require cable plant branch ductbanks to be made at designated # 7 and # 9 pull boxes. Design will require work associated with cable plant branch ductbanks to include the installation of a minimum 2 each 1-1/2-inch HDPE schedule 40 conduits in each designated pull box, unless otherwise indicated on design plans. Conduit penetrations in # 7 and # 9 pull boxes will be made in such a manner that will accommodate the future interconnection with City of Scottsdale Transportation Department conduits. All work in ADOT right-of-way and in FMS facilities will require the approval of ADOT. Conduit branch ductbank and cable configurations to be provided are as follows:

- Loop 101 Freeway at Scottsdale Road: Existing ADOT # 9 pull boxes connecting existing City-owned Quad duct to the south of the Loop 101 entrance ramp at the southeast intersection of the Loop 101 Freeway and Scottsdale Road to access ITS equipment to be located at the intersection of Mayo Boulevard and Scottsdale Road, and for continuation of fiber optic loop to the TMC on Indian School Road via Scottsdale Road. (No branch ductbank installation is required). City fiber optic cable shall terminate in City ROW in a splice closure inside an existing # 7 pull box (100-linear feet of cable shall be provided at the cable termination point) at the intersection of Mayo Boulevard and Scottsdale Road. ADOT fiber optic cable shall terminate in a splice closure inside the ADOT FMS mainline # 9 pull box located on the southeast corner of the 101 Loop Freeway intersection at Scottsdale Road (100-linear feet of cable shall be provided at the cable termination point). Conduit interconnection with the traffic intersection (TI) controller at the Loop 101 and Scottsdale Road to accommodate communications interconnection into the City of Scottsdale ATMS will be required.
- Loop 101 Freeway at Hayden Road (Greenway Alignment): An existing, COS-owned 3" PVC schedule 40 conduit runs along the east side of Hayden Road (Greenway Alignment), interconnecting existing ADOT # 9 and # 7 pull boxes and is stubbed out into City ROW on both sides of the 101 Loop Freeway. City fiber optic cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (to be used as a lateral ductbank branch point) located on the southeast corner of the 101 Loop Freeway intersection at Hayden Road (Greenway Alignment). An express-type splice shall be made on the City of Scottsdale cable midway along the 100-linear feet of continuous slack cable and a splice closure shall be installed to protect and seal the splice. No fibers shall be spliced at this time. (No branch ductbank installation within City of Scottsdale ROW will be required). Conduit interconnection with the TI controller at the Loop 101 and Hayden Road (Greenway Alignment) to accommodate communications interconnection into the City of Scottsdale ATMS will be required. ADOT cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (for future use).
- Loop 101 Freeway at Pima Road / Princess Road: A branch ductbank consisting of 4 each 1-1/2-inch HDPE schedule 40 conduits (quad duct) shall be installed from the # 7 ADOT FMS pull box adjacent to the TI controller located on the northeast corner of the loop 101 Freeway and Pima Road intersection inside ADOT ROW along the north edge of Pima Road to a new # 7 pull box that is to be installed 5-feet into City of Scottsdale ROW, as shown on the design plans. A second lateral branch ductbank consisting of 2 each 1-1/2-inch HDPE schedule 40 conduits shall be installed from existing ADOT FMS mainline # 9 pull box located on the northwest corner of the 101 Loop Freeway intersection at Princess Road inside ADOT ROW along the north edge of Princess Road to a new # 7 pull box that is to be installed 5-feet into City of Scottsdale ROW, as shown on the design plans. Conduits shall be installed from the northwest of the intersection by directional boring across the west frontage road and direct burial along the north edge of Princess Road to terminate in City ROW to the west. City fiber optic cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (to be used as a lateral ductbank branch point) located on the northwest corner of the 101 Loop Freeway intersection at Pima Road. An express-type splice shall be made on the City of Scottsdale cable midway along the 100-linear feet of continuous slack cable and a splice closure shall be installed to protect and seal the splice. No fibers shall be spliced at this time. (No branch ductbank installation within City of Scottsdale ROW will be required). Conduit interconnection with the TI controller at the Loop 101 and Pima Road to accommodate communications interconnection into the City of Scottsdale ATMS will be required. ADOT cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (for future use).
- Loop 101 Freeway at Bell Road: A lateral branch ductbank consisting of 2 each 1-1/2-inch HDPE schedule 40 conduits shall be installed from existing ADOT FMS mainline # 7 pull box located on the southeast corner of the 101 Loop Freeway intersection at Bell Road inside ADOT ROW along the south edge of Bell Road to a new # 7 pull box that is to be installed 5-feet into City of Scottsdale ROW, as shown on the design plans. Conduits shall be installed from the southeast of the intersection by directional boring across the east frontage road and direct burial along the south edge of Bell Road to terminate in City ROW to the east. Conduit interconnection with the TI controller at the Loop 101 and Bell Road to accommodate communications interconnection into the City of Scottsdale ATMS will be required. City fiber optic cable shall be installed with 100-linear feet of continuous slack cable provided

inside the ADOT FMS mainline # 9 pull box (to be used as a lateral ductbank branch point) located on the southwest corner of the 101 Loop Freeway intersection at Bell Road. An express-type splice shall be made on the City of Scottsdale cable midway along the 100-linear feet of continuous slack cable and a splice closure shall be installed to protect and seal the splice. No fibers shall be spliced at this time. ADOT cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (for future use).

- Loop 101 Freeway at Frank Lloyd Wright Boulevard (FLW): A lateral branch ductbank consisting of 4 each 1-1/2-inch HDPE schedule 40 conduits shall be installed from existing ADOT FMS mainline # 7 pull box located on the southwest corner of the 101 Loop Freeway intersection at FLW inside ADOT ROW along the south edge of FLW to a new # 7 pull box that is to be installed 5-feet into City of Scottsdale ROW, as shown on the design plans. Conduits shall be installed from the southwest of the intersection by directional boring across the west frontage road and by direct burial along the south edge of FLW to terminate in City ROW to the west. A second lateral branch ductbank consisting of 2 each 1-1/2-inch HDPE schedule 40 conduits shall be installed from an existing ADOT FMS # 7 pull box, located adjacent to the TI controller on the southeast corner of the 101 Loop Freeway intersection at FLW, inside ADOT ROW along the south edge of FLW to a new # 7 pull box that is to be installed 5-feet into City of Scottsdale ROW, as shown on the design plans. Conduits shall be installed from the southeast of the intersection by direct burial along the south edge of FLW to terminate in City ROW to the east. Conduit interconnection with the TI controller at the Loop 101 and FLW to accommodate communications interconnection into the City of Scottsdale ATMS will be required. City fiber optic cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (to be used as a lateral ductbank branch point) located on the southeast corner of the 101 Loop Freeway intersection at FLW. An express-type splice shall be made on the City of Scottsdale cable midway along the 100-linear feet of continuous slack cable and a splice closure shall be installed to protect and seal the splice. No fibers shall be spliced at this time. ADOT cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (for future use).
- Loop 101 Freeway at Raintree Drive: A lateral branch ductbank consisting of 2 each 1-1/2-inch HDPE schedule 40 conduits shall be installed from an existing Traffic Signal # 7 pull box, located adjacent to the TI controller on the southeast corner of the 101 Loop Freeway intersection at Raintree Drive, inside ADOT ROW along the south edge of Raintree Drive to a new # 7 pull box that is to be installed 5-feet into City of Scottsdale ROW, as shown on the design plans. Conduits shall be installed from the southeast of the intersection by direct burial along the south edge of Raintree Drive to terminate in City ROW to the east. Conduit interconnection with the TI controller at the Loop 101 and Raintree Drive to accommodate communications interconnection into the City of Scottsdale ATMS will be required. City fiber optic cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (to be used as a lateral ductbank branch point) located on the mainline level at the southeast corner of the 101 Loop Freeway intersection at Raintree Drive. An express-type splice shall be made on the City of Scottsdale cable midway along the 100-linear feet of continuous slack cable and a splice closure shall be installed to protect and seal the splice. No fibers shall be spliced at this time. ADOT cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (for future use).
- Loop 101 Freeway at Cactus Road: A lateral branch ductbank consisting of 2 each 1-1/2-inch HDPE schedule 40 conduits shall be installed from an existing ADOT FMS # 7 pull box, located to the east of the TI controller installed on the northeast corner of the 101 Loop Freeway intersection at Cactus Road, inside ADOT ROW along the north edge of Cactus Road to a new # 7 pull box that is to be installed 5-feet into City of Scottsdale ROW, as shown on the design plans. Conduits shall be installed from the northeast of the intersection by direct burial along the north edge of Cactus Road to terminate in City ROW to the east. Conduit interconnection with the TI controller at the Loop 101 and Cactus Road to accommodate communications interconnection into the City of Scottsdale ATMS will be required. City fiber optic cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (to be used as a lateral ductbank branch point) located on the mainline level at the northwest corner of the 101 Loop Freeway intersection at Cactus Road. An express-type splice shall be made on the City of Scottsdale cable midway along the 100-linear feet of continuous slack

- cable and a splice closure shall be installed to protect and seal the splice. No fibers shall be spliced at this time. ADOT cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (for future use).
- Loop 101 Freeway at Shea Boulevard: A lateral branch ductbank consisting of 2 each 1-1/2-inch HDPE schedule 40 conduits shall be installed from an existing ADOT FMS # 5 pull box, located adjacent to the TI controller on the southeast corner of the 101 Loop Freeway intersection at Shea Boulevard, inside ADOT ROW along the south edge of Shea Boulevard to a new # 7 pull box that is to be installed 5-feet into City of Scottsdale ROW, as shown on the design plans. Conduits shall be installed from the southeast of the intersection by direct burial along the south edge of Shea Boulevard to terminate in City ROW to the east. Conduit interconnection with the TI controller at the Loop 101 and Shea Boulevard to accommodate communications interconnection into the City of Scottsdale ATMS will be required. City fiber optic cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (to be used as a lateral ductbank branch point) located on the mainline level at the southwest corner of the 101 Loop Freeway intersection at Shea Boulevard. An express-type splice shall be made on the City of Scottsdale cable midway along the 100-linear feet of continuous slack cable and a splice closure shall be installed to protect and seal the splice. No fibers shall be spliced at this time. ADOT cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (for future use).
 - Loop 101 Freeway at Camelback Walk: A lateral ductbank shall be installed from the existing ADOT FMS # 9 pull box located on the southwest intersection of the loop 101 Freeway and Camelback Walk. The ductbank shall consist of 4 each 1-1/2-inch HDPE conduits to a new # 7 pull box to be installed just to the north of the existing ADOT FMS mainline # 9 pull box. The new # 7 pull box shall serve as the transition point from direct buried HDPE conduit to a single 4-inch rigid metal conduit (RMC) that shall be installed onto the south wall of the underpass and connecting headwall. The RMC shall be installed by direct burial to a second new # 7 pull box at a point beyond the concrete spillway and soil transition to the south of the Camelback Walk walkway, as shown on the design plans. A third new # 7 pull box is to be installed 5-feet into City of Scottsdale ROW and a ductbank of 4 each 1-1/2-inch HDPE conduits shall be installed between the second and third # 7 pull boxes, as shown on the design plans. City fiber optic cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (to be used as a lateral ductbank branch point) located at the southwest corner of the 101 Loop Freeway intersection at Camelback Walk. An express-type splice shall be made on the City of Scottsdale cable midway along the 100-linear feet of continuous slack cable and a splice closure shall be installed to protect and seal the splice. No fibers shall be spliced at this time. ADOT cable shall be installed with 100-linear feet of continuous slack cable provided inside the ADOT FMS mainline # 9 pull box (for future use).
 - Loop 101 Freeway and Via Linda: City and ADOT fiber optic cable shall terminate in the existing ADOT FMS mainline # 9 pull box located at the southwest intersection of the Loop 101 Freeway and Via Linda (100-linear feet of cable shall be provided for both City and ADOT cables at the termination point), as shown on the design plans. Both City and ADOT cables shall be sealed at their terminations in splice closures (No branch ductbank installation is required at this location).

PHYSICAL FIELD VERIFICATION

Physical field verification will be performed during the mobilization phase of this project. The detailed design will include a full field inventory, inspection, and verification of all existing City of Scottsdale-owned conduits and pull boxes at traffic intersections where lateral conduits connect the mainline FMS conduits into the City of Scottsdale ITS facilities. No physical field verification will be performed on ADOT mainline FMS conduits. ADOT-provided Loop 101 Freeway as-built drawings will be used to establish baseline information from which physical location information will be used to verify existing facilities. Discrepancies will be noted and mark-up corrections will be made to existing ADOT as-built drawings. Corrections and any additional location information resulting from the physical field location process will be provided to the CADD subcontractor for inclusion in the detailed design plan drawings.

An allowance for potholing has been provided in this contract. Potholing for verification if required will be billed at \$679 per pothole, including traffic control.

TRAFFIC CONTROL PLAN

The detailed design will include a comprehensive traffic control plan that covers the entire project limits. The traffic control plan will address all work in ADOT ROW and will be designed in accordance with ADOT Standard Specifications for Road and Bridge Construction, Section 701. The traffic control plan that addresses COS and 101 Loop Freeway traffic intersections will adhere to the following specific requirements:

- No lane closures will be allowed for 101 Loop Freeway traffic intersections at Pima Road, Bell Road, Frank Lloyd Wright Boulevard, Raintree Drive, Cactus Road, and Shea Boulevard.
- No restrictions will be needed at Camelback Walk.

UTILITY CLEARANCES

Utility clearances inside ADOT ROW will be performed by the design engineer in accordance with ADOT Standard Specifications for Road and Bridge Construction, Section 105.08. Since no work is to be performed outside ADOT ROW for this project, no utility clearances within City of Scottsdale ROW will be required.

RIGHT-OF-WAY CLEARANCES

ROW clearances will be provided by the design engineer and coordinated with ADOT in the detailed design. ADOT and City of Scottsdale ROW will be clearly identified in the design.

SYSTEM WARRANTY AND MAINTENANCE

The detailed design will include provisions for the identification of system warranty and maintenance to include requirements for warranty, scheduled maintenance, testing, and repair of major system components throughout the life of the contract.

POST-DESIGN SERVICES

The design engineer will provide post-design services required to attend meetings, provide Construction Contractor submittal technical reviews, field evaluations, and perform technical consultation to ADOT and the City of Scottsdale throughout the bidding and construction periods of this project. Estimated time allowed for these services are four (4) hours per week for a total of twenty-four (24) weeks throughout the bidding and construction processes.

SCHEDULE

Contract to Council Not Later Than February 18, 2003

Notice to Proceed Not Later Than February 20, 2003

Mobilization (Physical Field Verification), March 3 through 14, 2003

1st Review Submittal (30%) on March 28, 2003

City/ADOT 30% Review Completed April 11, 2003

2nd Review Submittal (95%) on April 25, 2003

City/ADOT 95% Review Completed May 2, 2003

Final Submittal (100%) on May 9, 2003

Post-Design Period (Estimated), May 12, 2003 through October 31, 2003



CLIENT: City of Scottsdale
PROJECT: Loop 101 Freeway Fiber Optic Cable Plant DD
LOCATION: Scottsdale, AZ
JOB NO.: 032010511.1509
ID NO.: 4

DESCRIPTION	QTY	UNIT	LABOR			TOTAL LABOR	ODCs		SUBCONTRACT		ENG ESTIMATE	
			UNIT M.H.	TOTAL HRS	M.H. RATE		UNIT COST	TOTAL ODCs	UNIT COST	TOTAL SUB	TOTAL UNIT	TOTAL COST
Post-Design Services	1	EA		0.0		\$0	\$1,524	\$1,725		\$0	\$1,725	\$1,725
PM / LEAD ENGINEER	1	EA	105	105	\$152.94	\$16,059		\$0		\$0	\$16,059	\$16,059
SYSTEMS ENGINEER		EA		0	\$139.50	\$0		\$0		\$0	\$0	\$0
TELECOMM ENG.		EA		0	\$127.98	\$0		\$0		\$0	\$0	\$0
DESIGNER		EA		0	\$88.73	\$0		\$0		\$0	\$0	\$0
				0		\$0		\$0		\$0	\$0	\$0
				0		\$0		\$0		\$0	\$0	\$0
				0		\$0		\$0		\$0	\$0	\$0
				0		\$0		\$0		\$0	\$0	\$0
PHYSICAL VERIFICATION		EA		0		\$0		\$0		\$0	\$0	\$0
ENVIRONMENTAL		EA		0		\$0		\$0		\$0	\$0	\$0
CADD	1	EA		0		\$0		\$0	\$1,000	\$1,132	\$1,132	\$1,132
SURVEY SERVICES		EA		0		\$0		\$0		\$0	\$0	\$0
				0		\$0		\$0		\$0	\$0	\$0
				0		\$0		\$0		\$0	\$0	\$0
				0		\$0		\$0		\$0	\$0	\$0
				0		\$0		\$0		\$0	\$0	\$0
				0		\$0		\$0		\$0	\$0	\$0
				0		\$0		\$0		\$0	\$0	\$0
TOTALS				0		\$0		\$0		\$0	\$0	\$0
						\$16,059		\$1,725		\$1,132	\$18,915	\$18,915

ODCs	
Mileage	\$864
Telephone	\$0
Reproduction	\$120
Postage / Exp Delivery	\$120
Materials	\$200
Equipment	\$100
Travel	\$0
Miscellaneous	\$120
Total	\$1,524

100 MILES / WEEK FOR 24 WEEKS
\$0 / WEEK FOR 24 WEEKS
\$5 / WEEK FOR 24 WEEKS
\$5 / WEEK FOR 24 WEEKS
\$0 / WEEK FOR 24 WEEKS
\$0 / WEEK FOR 24 WEEKS
0 TRIP FOR _____, 0 DAYS PER TRIP
\$5 / WEEK FOR 24 WEEKS

RESOLUTION NO. 6252

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING EXECUTION OF CONTRACT NO. 2003-027-COS AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SCOTTSDALE AND THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION TO ADMINISTER THE CONSTRUCTION OF INTELLIGENT TRANSPORTATION SYSTEM FIBER OPTIC CABLE IN THE EXISTING FREEWAY CONDUIT SYSTEM.

WHEREAS, Arizona Revised Statutes Sections 11-951 et seq. provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action; and

WHEREAS, Arizona Revised Statutes Section 48-572 authorizes the City to enter into intergovernmental agreements for transportation improvements; and

WHEREAS, Article 1, Section 3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, the City of Scottsdale desires the Arizona Department of Transportation to act as lead agency with the City of Scottsdale to administer the funds for construction of Intelligent Transportation System (ITS) elements (fiber optic cable) on the Loop 101 Freeway between Scottsdale Road and Via Linda Road; and

WHEREAS, federal funds are available to the City of Scottsdale by the U.S. Department of Transportation Federal Highway Administration for such construction;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. Mayor Mary Manross is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Contract No. 2003-027-COS, an intergovernmental agreement between the City and the State of Arizona Department of Transportation to administer the construction of intelligent transportation system fiber optic cable in the existing freeway conduit system.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ____ day of March, 2003.

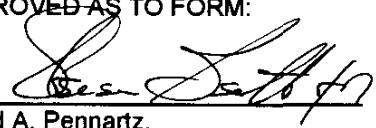
CITY OF SCOTTSDALE, an
Arizona municipal corporation

By: _____
Mary Manross, Mayor

ATTEST:

By: _____
Sonia Robertson,
City Clerk

APPROVED AS TO FORM:

By: 
David A. Pennartz,
City Attorney

Contract No. 2003-027-COS
AG Contract No. KR02-1679TRN
ADOT ECS File No. JPA 02-93
Project No.: CM-SCT-0(13)P
TRACS No.: SS529 01C
Project: Fiber Optic Cable Installation,
101L Pima Freeway

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SCOTTSDALE

THIS AGREEMENT is entered into _____, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THE CITY OF SCOTTSDALE acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the City has been selected by the City; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the construction of the project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).

7. The work embraced in this agreement is the construction of the Fiber Optic Cable Installation, 101L Pima Freeway, and the estimated costs are as follows:

Estimated Construction Cost	\$748,345.00
Estimated * 5% Surcharge of Construction Cost	\$ 7,417.00
Estimated Sub-Total Construction Cost	\$785,762.00
Estimated 15% Construction Engineering Cost	\$117,864.00
Estimated Total Construction Cost	\$903,626.00
Estimated Federal-aid funds @ 94.3% of \$827,147.00	\$780,000.00
Estimated City Funds @ 5.7% of \$827,147.00	\$ 47,147.00
Estimated City Funds @ 100%	\$ 76,479.00
Total City Construction Matching Funds	\$123,626.00

*A five percent surcharge is added per Local Government Engineer Memo of April 4, 1994.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction, the City will and does hereby designate the State as authorized agent for the City. The State hereby agrees to be authorized agent for the City, and with the aid and consent of the City and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of the City and the FHWA, will enter into a contract with a firm on behalf of the City to whom the award is made for the construction of the project; such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the City and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA on behalf of the City covering the work embraced in said construction contract and will request the maximum federal funds available, including construction engineering and administration costs. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the City shall be obligated to incur and will pay for said increased costs.

2. Upon execution of this agreement, the City shall deposit funds with the State in the amount determined to be necessary to match federal funds in the ratio required. The parties hereto agree and acknowledge to the following conditions: 1) The amounts referenced in this agreement are subject to change; 2) The estimated amounts can change substantially; and, 3) The parties will perform their responsibilities consistent with the agreement.

3. The City shall acquire the necessary rights-of-way and hereby certifies that all necessary rights-of-way have been or will be acquired prior to advertisement for bid.

4. The City shall remove from the proposed rights-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been or will be removed there from, prior to the start of construction.

5. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the rights-of-way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

6. Upon completion of construction, the City shall provide for project maintenance, at its own costs and as an annual item in its budget, , including, but not limited to: traffic signals, signs, islands curbs and markings necessary for the purpose of regulating, warning and guiding traffic, all in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. The cost of the design, construction and construction engineering work covered by this agreement is to be borne by FHWA and City, each in the proportion prescribed or as fixed and determined by the FHWA as stipulated in this agreement. Therefore, City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another entity.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007
FAX (602-712-7424

City of Scottsdale
City Manager
3939 Civic Center Boulevard
Scottsdale, AZ 85331

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SCOTTSDALE

STATE OF ARIZONA
Department of Transportation

By _____
MARY MANROSS
Mayor

By _____
SUSAN TELLEZ
Contract Administrator

ATTEST:

By _____
SONIA ROBERTSON
City Clerk

G:02-093-LGVT-Scottsdale-Fiber Optic
30Aug2002
Reprint-17Jan2003-LG

JPA 02-93

RESOLUTION

BE IT RESOLVED on this 9th day of August, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Scottsdale for the purpose of defining responsibilities for the construction of the Fiber Optic Cable Installation, 101L Pima Freeway, for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Staff Engineer for approval and execution.

A handwritten signature in black ink, appearing to read "Sam M. Maroufkhani", is written over a horizontal line.

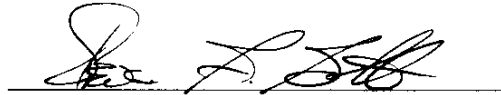
SAM MAROUFKHANI, P.E., Deputy State Engineer
Development / Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

JPA 02-93

APPROVAL OF THE CITY OF SCOTTSDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SCOTTSDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 12TH day of February, 2002nd.

A handwritten signature in black ink, appearing to read "Joe L. [unclear]", is written over a horizontal line.

Attorney



PROJECT LOCATION MAP
LOOP 101 FREEWAY ITS

Attachment No. 2

CITY COUNCIL REPORT

*** AMENDED ***



MEETING DATE: 03/03/2003 ITEM NO. 2 GOAL: Coordinate Planning to Balance Infrastructure

SUBJECT

Set date for Public Hearing on Bell Road II Improvement District and adoption of Resolution establishing final assessments.

REQUEST

*** DATE AMENDED ***

Set **April 1st**, 2003 as the date for a Public Hearing on Bell Road II Improvement District and the Adoption of Resolution 6262 which will establish the final assessments for properties within the improvement district.

Related Policies, References:

Resolution 5751, declaring the intention to form the improvement district, adopted by Council on February 4th 2001.

Resolution 5832, ordering work to begin within the district, adopted by Council on June 5th 2001

Resolution 5961, Approving the Assessment Diagram and Ordering the Sale of Not to Exceed \$7.9 Million Improvement District (ID) Bonds, adopted by Council on November 5, 2001.

BACKGROUND

The construction of the Bell Road II Improvement District has been completed. In accordance with Arizona Revised Statutes (ARS), a public hearing before the City Council must be held in order for the Council to hear, and act on if necessary, any objections raised regarding this action (pursuant to ARS 48-590) taken with respect to the improvement district). A notification of the March 31, 2003 hearing will be mailed to all the property owners in the improvement district (see Attachment 1) and an advertisement will be published in the legal pages of the Scottsdale Tribune. With regard to any objections, a written notice must be filed with the City Clerk prior to the hearing in order for the Council to hear and pass on the objection.

At the public hearing the Council will consider Resolution 6262, which will establish the final assessment for properties within the improvement district. This Resolution will contain an emergency clause. The purpose of this emergency clause is to release the ten percent retention of the construction contract funds being held by the City. This retention is mandated by ARS.

The improvement district was responsible for the installation of new infrastructure (roads, water lines, sewer lines, drainage ways, trails, paths, etc.) to serve planned development within the area bounded by Bell Road, the Pima

Action Taken _____

Freeway, 94th Street and Westworld. Property owners benefiting from these improvements funded the vast majority of costs for this work through the issuance of the Improvement District (ID) bonds.

The major steps taken in the improvement district are shown on Attachment 2.

- Approximately 80% of the property owners petitioned the City to form this improvement district and indicated that they were willing to fund these public infrastructure improvements. An improvement district process does offer the ability to construct all improvements in this area in an orderly and managed sequence, rather than intermittently by each property owner as each parcel is individually developed. The ID Site Map is shown on Attachment 3.
- On February 4, 2001, City Council adopted Resolution No. 5751 declaring its intention to form the improvement district based upon the preliminary design.
- On June 5, 2001 the City Council adopted Resolution No. 5832 ordering work in the district. The adoption of Resolution No. 5832 allowed the City to accept bids for the construction of the improvements.
- On November 5, 2001 the City Council awarded the construction contract to Achen-Gardner Engineering.
- On November 5, 2001 the City Council adopted Resolution No. 5961, which approved the Assessment Diagram and Ordered the Sale of not to exceed \$7.9 million in Improvement District Bonds.
- The City agreed to provide \$550,000 for the construction of a drainage channel along the northern boundary of Westworld (\$300,000) and a new sanitary sewer line in Bell Road (\$250,000) that would serve properties outside the boundaries of this improvement district (with funding available from sewer development fees).
- Both items were proposed for inclusion in the improvement district construction contract for ease of coordination and economy of scale. The drainage channel has been funded by a city contribution. The sanitary sewer has been funded separately through an existing City capital project and is, therefore, not included in the ID project cost.
- In the course of the project the City also agreed to construct the 94th Street entrance into Westworld. The cost of this was \$ 75,259.
- The construction of the project was completed in January 2003.

ANALYSIS & ASSESSMENT

Community involvement.

The formation of this improvement district primarily benefited the property owners in the improvement district by providing the infrastructure (roads, water, sewer, etc.) within the boundaries of the improvement district through one consolidated project.

Bell Road east of Pima Road was two lanes, one in each direction. A major work activity included in the Bell Road II Improvement District was the completion of Bell Road to its full width (four lanes, two in each direction).

The property owners within the improvement district have been kept abreast of the district formation and the design progress via meetings and correspondence. Promoting the project to develop public understanding and to request their input continued throughout design and construction via posted notices and public meetings.

RESOURCE IMPACTS

The final recapitulation for the Improvement District and the final assessments for each property will be prepared for the April 1 st , 2003 Public Hearing.

The estimated (Feb 03) Improvement District costs are shown below:

<i>Total Construction Contract</i>		<i>\$6,323,326</i>
Less: Bell Road Sewer Line	(\$250,000)	
Westworld Channel	(\$ 300,000)	
Westworld Entrance	<u>(\$ 75,000)</u>	
	(\$625,000)	
Plus: Incidental Expenses		\$1,289,112
Capitalised Interest		<u>\$ 512,562</u>
		\$7,500,000
Estimated final (Feb 2003) cost to Improvement District		\$7,500,000

The estimated cost to the Improvement District when the city notified property owners of the preliminary assessments (Nov 2001) was based on a cost of \$7,900,000

Staffing, workload impact.

The staff time involved in administering, providing construction management and inspection for the improvement district are included in the expenses of the district and therefore part of the assessment on the properties.

Maintenance requirements.

The infrastructure has been accepted by the City and will be maintained by the City.

Future budget implications.

The city will collect payments from property owners over the next ten years. This cost has also been included in the assessments.

OPTIONS & STAFF**RECOMMENDATION**

*****DATE AMENDED*****

Description of Option A:

As mandated by ARS, a public hearing must be held. It is proposed to set **April 1st, 2003** as the date for the public hearing and consideration of Resolution 6262.

Proposed Next Steps:

Conduct the public hearing and adopt final assessments on April 1 st, 2003.

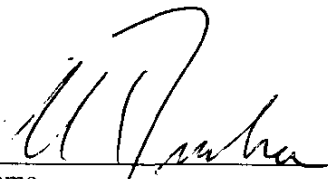
RESPONSIBLE DEPT(S)

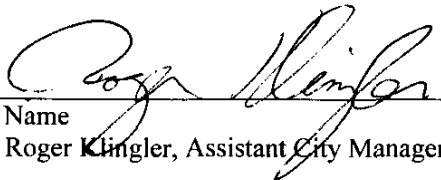
Municipal Services Department

STAFF CONTACTS

Alex McLaren, Construction and Design Director, 480-312-7099,
amclaren@ci.scottsdale.az.us

APPROVED BY


Name _____ Date 2/13/03
Al Dreska, Municipal Services General Manager


Name _____ Date 2/13/03
Roger Klingler, Assistant City Manager

ATTACHMENTS

1. Letter to Property Owners informing of Public Hearing Date
2. Steps in Improvement District process
3. Map of Bell Rd II Improvement District



March 4, 2003

Bell Road II Improvement District (I0101)
Notice of Public Hearing

Dear Property Owner:

This letter is to notify you that the Scottsdale City Council will hold a public hearing at 5:00 p.m., March 31, 2003, in the Council Chambers located in City Hall at 3939 Drinkwater Boulevard, Scottsdale, Arizona, to hear and pass upon the assessments and proceedings heretofore taken in connection with the Bell Road II Improvement District, Project No.I0101. This hearing will take testimony from any interested party relating to the improvements installed as part of the project, and the assessment levied for the Bell Road II (I0101) Improvement District. The Superintendent of Streets has notified the Mayor and City Council that all improvements have been completed to his satisfaction. Written notice briefly specifying the grounds of any objection must be filed prior to the time fixed for the hearing.

This letter and attached notice are being sent to you pursuant to the provisions of Section 48-590, Arizona Revised Statutes, as amended.

Sincerely,

Alex McLaren
Superintendent of Streets

Enclosure: Notice of Hearing on Assessment

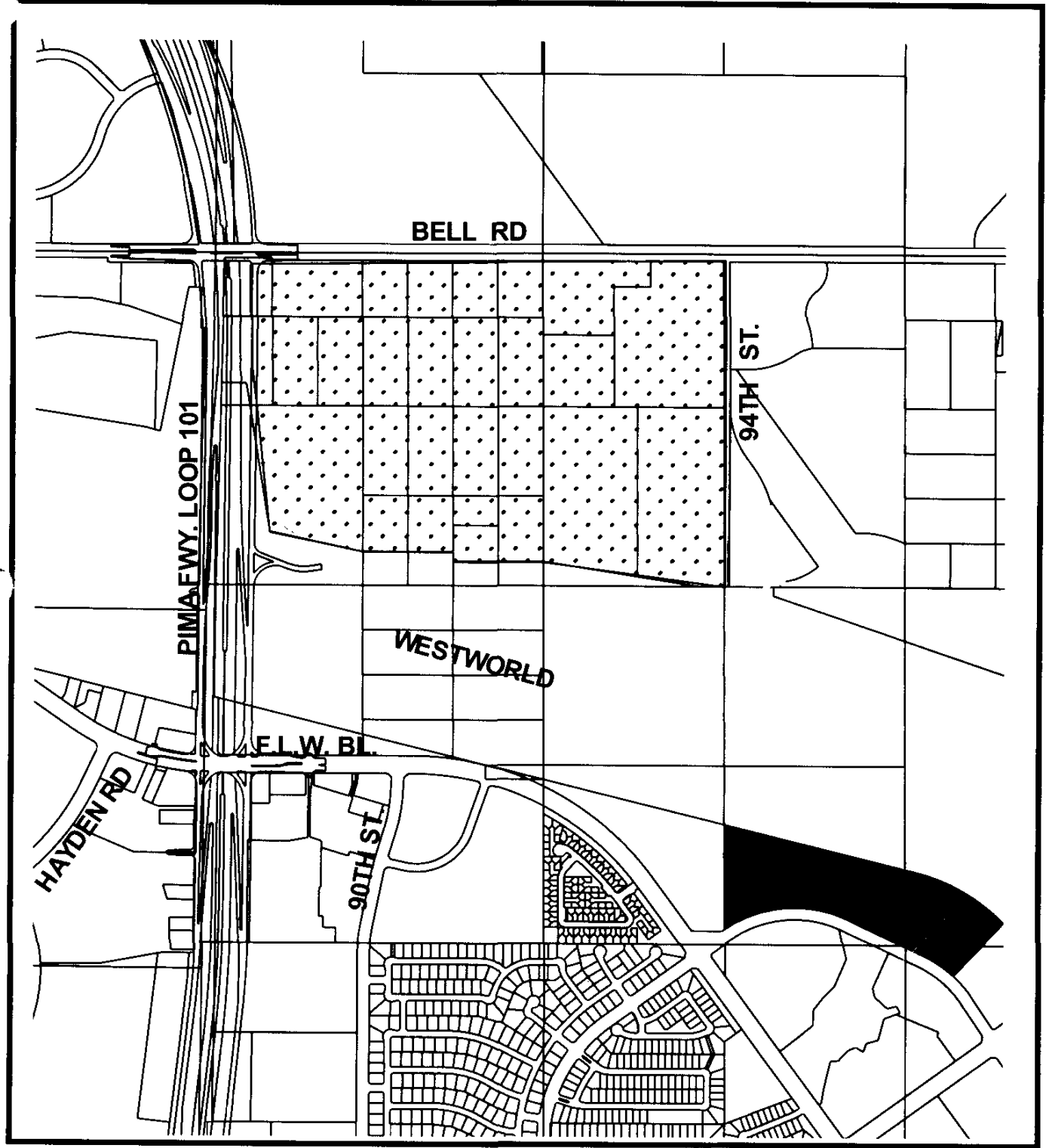


Bell Road II Improvement District (I 0101)

Major Activities for the Improvement District

1. Council authorizes preliminary steps for district formation
2. Council authorizes award of engineering contract to Gannett Fleming
3. Preliminary design and cost estimate completed
4. Resolution of Intention presented to Council
5. Post the district and publish notice in newspaper
6. Hear protests, if any (no protests filed)
7. Resolution ordering work presented to Council
8. Final design and revised cost estimate completed
9. RFP for construction contract issued
10. Bids received, opened, and checked
11. Council Authorization of construction contract (this action)
12. Council Adoption of Resolution Authorizing sale of Bonds and approving assessment diagram
13. Publish notice in newspaper (15 day protest period)
14. Assessments mailed to owners (30 day cash collection period)
15. Notice to proceed issued to construction contractor
16. Construction complete
17. **Council sets date for Public Hearing and adoption of assessments (this action)**
18. Council holds Public Hearing and adopts final assessments.

Bell Road II Improvement District

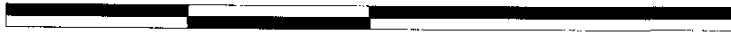


Bell Road II Improvement District

2000

0

2000 Feet



-NORTH-

SCOTTSDALE CITY COUNCIL REPORT



GOAL: Coordinate Planning to Balance Infrastructure
And
Short- and Long-term Economic Prosperity

MEETING DATE: March 3, 2003

ITEM NO. 3

SUBJECT

Sale of a Vacant City Parcel and Rezone of Scottsdale Bead Supply

INTRODUCTION

The Scottsdale Bead Supply rezoning and expansion is a key component in the revitalization of the Loloma area. The development of this parcel was envisioned in the original Loloma request for proposals issued by the City in 1997, and fulfills the goals of encouraging re-investment and supporting existing small businesses in Downtown. The project proposes a mix of residential and retail uses, it anchors the pedestrian linkages along Marshall Way and it converts an underutilized parcel into a vital and productive node of activity in the Loloma Area.

REQUEST

Request to approve:

PART 1.

A. Adopt Resolution No 5929 authorizing Development Agreement No. 2001-138-COS for sale of a vacant City owned parcel of land (Loloma Parcel B).

PART 2.

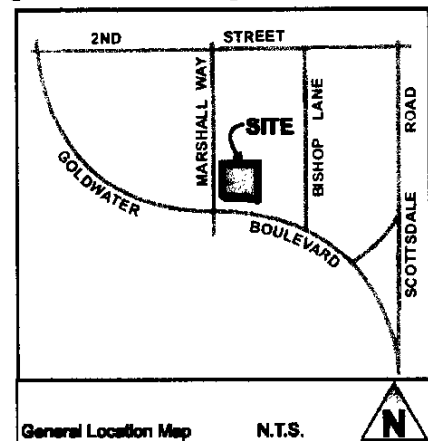
A. Rezone from Central Business District (C-2) and Highway Commercial (C-3) to Downtown/Office Commercial, Type 2 (D/OC-2).

B. Adopt Ordinance No. 3250 reaffirming the above rezoning.

14-ZN-2000

Key Items for Consideration:

- Sale of 6,806 square feet of surplus City property for \$70,000.00 as shown on Attachment No. 1.
- Land sale and zone change facilitates small business activity.
- A new building would be constructed on the vacant City property.
- The existing building would be replaced with a new parking lot.
- The Scottsdale Bead Supply would relocate into the new building.
- The proposed zoning district complies with the Downtown Plan.
- Planning Commission recommended approval of rezoning request, 5-0.



Related Policies, References:

- Section 2-221(b)(4) of the Scottsdale Revised Code, allows the sale of City property within a redevelopment area.

- Section 2-221(b)(5) of the Scottsdale Revised Code, which allows the sale of City property directly to adjoining property owners.
- Downtown Plan which provides a guide for land use zoning.

OWNER

City of Scottsdale
480-312-7042

World Trade Investments, Inc.
an Arizona Corporation
DBA Bead Supply
Michael and Kelly Charvox
3625 North Marshall Way
Scottsdale, AZ 85251
602-265-6556

APPLICANT CONTACT

Michael J. Munninger
Architectural Alliance
602-265-6556

LOCATION

Northeast corner of Marshall Way and Goldwater Boulevard

BACKGROUND

Overall Site Description.

This project consists of two parcels. The first parcel is a City-owned parcel known as Loloma Parcel B and located on the northeast corner of Goldwater Boulevard and Marshall Way. This parcel is zoned Highway Commercial (C-3).

The second parcel is located on Marshall Way north of the first parcel. It is currently zoned Central Business District (C-2). The Scottsdale Bead Supply Inc. owns this parcel that is improved with a commercial building.

Loloma Parcel B (City owned parcel).

The City purchased this land in 1985 for the construction of Goldwater Boulevard, which resulted in two surplus, remnant parcels as shown on Attachment No. 1, the Loloma B Parcel and the parcel directly to the east on the west side of Bishop Lane ("Bishop Parcel"). As part of its redevelopment agreement with the City, The Arts district Group was granted an option to purchase the Bishop Parcel through July 2003.

On September 17, 1997, after review of proposals for development of all or part of the Loloma Mixed-Use Development Site, the Scottsdale Redevelopment Board chose the Scottsdale Bead Supply Inc. (Charvox) as the successful respondent to the RFP for the Loloma Parcel B.

The Loloma Mixed-Use Development Site is generally located on the east side of Goldwater Boulevard, adjacent to the Loloma Station. The area east of Marshall Way comprises what has been commonly described as the Loloma Arts District.

The September, 1997 Request for Proposals ("RFP"), states that Loloma Parcel B could be developed three ways:

1. A stand alone pad site

2. An expansion of the existing businesses on or near the property
3. Included within the development of the Primary Area west of Marshall Way

After the selection of the Scottsdale Bead Supply, Inc. (Charvox) as the successful redeveloper, staff and the Charvox's engaged in a continued negotiation process, resulting in a land sale transaction defined in the attached Development Agreement. The property was appraised for \$70,000.00 (\$10.29/s.f.) by an independent appraiser, Dennis L. Lopez and Associates on January 4, 2001. The appraiser subsequently prepared a summary appraisal report and concluded that the current market value of Loloma Parcel B, as of February 10, 2003, was \$70,000.00. A copy of the appraisal and summary appraisal report is on file in the City Clerk's Office. The appraisal points out several characteristics of Loloma Parcel B that limit its use, marketability and value:

- Small size,
- Irregular shape (30 feet wide on Marshall Way, 61 feet wide next to the alley, 110 feet long on Goldwater Boulevard, and 128 feet long on the north side,
- Setback and retention requirements, which would reduce the buildable area and,
- The only access to the site would be from the alley along its east border. Its configuration and location precludes direct street access.

According to the appraiser, the "independent development of the subject would be difficult and awkward" due to the site characteristics, which "diminishes its utility and marketability."

Site Context.

The surrounding zoning consists of C-2 to the north, C-3 zoning to the south and east, and Downtown/Office Commercial-Type 2 (D/OC-2) zoning to the west. The surrounding uses include a mix of galleries and retail shops.

The General Plan Land Use Element designates the property as Office Commercial-Type 2 (OC-2). This category includes office and retail uses.

Hearing History.

This case was originally scheduled for the June 20, 2000 City Council hearing, but was postponed for further refinement of the development agreement. During the postponement, the request changed from 3 parcels containing 0.6 acres to 2 parcels containing 0.37 acres. The site plan also changed; therefore, the case was rescheduled before the Planning Commission for reconsideration on April 11, 2001. At that hearing the Planning Commission voted to recommend approval to the City Council.

During the last 2 years, this small downtown business has been actively working towards completion of their financing requirements for this project and is now ready to purchase the property and move forward with their development.

**APPLICANT'S
PROPOSAL****Zoning.**

Charvox desires to purchase the Loloma Parcel B from the City and change the zoning to Downtown/Office Commercial, Type 2 (D/OC-2) on two adjacent

parcels. The two parcels comprise a 0.37-acre site proposed for an office/retail/residential project.

The south parcel is proposed for development with a two-story building (23 feet to top of parapet) of approximately 10,000 square feet in size on the south parcel. The existing building on the north parcel will be razed and replaced with a 22-space surface parking lot. The current Scottsdale Bead Supply, owned by Charvox, store will relocate to the new building and occupy a portion of the first level retail space. The remainder of the first level is planned for additional retail space. The second level will be primarily office space with a roof top patio, and one residential condominium unit. A private courtyard area is planned along the north side of the building. The conceptual site plan design meets the intent of the Downtown Urban Design Guidelines by orienting the building toward the street with parking in the rear.

The OC-2 sub-district is intended to provide opportunities for a full range of retail and service businesses appropriate to the downtown. Typically, Type 2 developments achieve a pedestrian environment with intermediate scaled structures designed at a human scale as compared to oversized doors and tall rooflines, while having efficient vehicular access. This proposal is appropriate to the character and intent of the OC-2 district.

Development Agreement.

- Charvox is required pay for all costs associated with the development.
- By April 1, 2006, Charvox shall construct a new mixed use building on Loloma Parcel B and a parking lot where the existing building is located.
- Prior to close of escrow, Charvox must acquire necessary zoning approvals consistent with the proposed use and title insurance on the property.
- During construction City grants parking rights to Charvox for the unenclosed parking lot at the northwest corner of Marshall Way and Goldwater Blvd. These parking rights are subordinate to any rights granted to The Arts District Group's Redevelopment Agreement with the City.
- The purchase price is \$70,000, but at close of escrow Charvox will receive a purchase credit of \$14,483.00 for professional and other studies and work provided by Charvox and other fees to prepare Loloma Parcel B for sale and development pursuant to the Development Agreement. This credit is consistent with credits provided to The Arts District Group through its Redevelopment Agreement with the City.

Community Impact.

This project is part of the City's effort to work with small businesses in the Downtown area to revitalize and/or expand their businesses that may be in older, less functional space. This project will allow the expansion of an existing small business onto surplus City property. The mixed-use project will complement the existing uses that surround the site. The project will also serve as a transition from the adjacent business designs to the proposed Loloma project as a pedestrian oriented development.

IMPACT ANALYSIS**Resource Impacts.**

There will be no direct cost to the City as a result of this action, which will provide \$55,517 to the City general fund account No. 100-00100-48501, which

represents the difference between the purchase price of \$70,000 and the purchase credit as provided in the agreement.

Traffic.

The additional traffic will not create an adverse effect on the surrounding streets. A traffic generation study is attached (See Attachment 7).

Policy implications.

This request will implement the recommendations of the Downtown Plan and does not change any existing policies. The development of the Loloma Parcel B is an important step in the continued consolidation of a southern “anchor” to Downtown Scottsdale. Proposed mixed uses and pedestrian connections accomplish the principal goals of the Downtown Plan. This development is compatible with the Redevelopment Agreement between the City and the Arts District Group for the land west and north of the project area.

Community involvement.

Several years of involvement by area merchants, owners and citizens have ensured that the development of the Loloma Parcel B site is consistent with community desires and aspirations for Downtown Scottsdale.

**OPTIONS AND STAFF
RECOMMENDATION****PART 1.****Development Agreement Option A:**

Adopt Resolution No. 5929 authorizing Development Agreement No. 130-13-019 which will result in revenue to the City, a new mixed use facility compatible with the Downtown, and expansion of a small business in downtown Scottsdale.

Development Agreement Option B:

Do not approve the Development Agreement and offer the property for sale at public auction. This process may produce limited interest due to the size and configuration of the parcel. According to the appraiser, “Given the limited access and narrow depth, the adjoining property owner is the most logical user.”

Development Agreement Option C:

Do not approve the Development Agreement and maintain the property as a vacant City property.

PART 2.**Zoning Option A:**

The City Council could choose to approve the request, subject to stipulations.

Zoning Option B:

The City Council could choose to continue the case to obtain more information or citizen input.

Zoning Option C:

The City Council could choose to deny the request, finding that the proposal is not consistent with the current policies and regulations.

Planning Commission:

The Planning Commission suggested that the Development Review Board evaluate the relationship of the entrance to the street.

Staff and the Planning Commission recommended approval on the April 11, 2001 regular agenda by a vote of 5-0.

**RESPONSIBLE
DEPT(S)**

Planning and Development Services Department

Economic Vitality

Municipal Services

STAFF CONTACT(S)

Kira Wauwie AICP, Project Coordination Manager, 480-312-7061

E-mail: kwauwie@ScottsdaleAz.gov

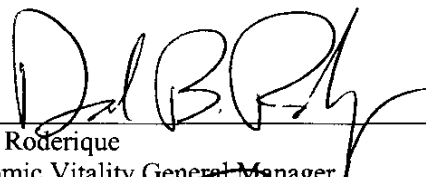
Monique de los Rios-Urban, Senior Planner, 480-312-7898,

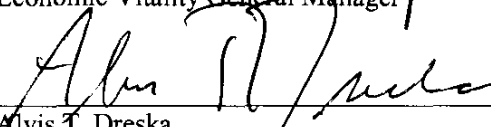
mdelos@scottsdaleaz.gov

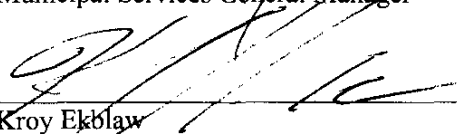
Ron King, Asset Management Coordinator, 480-312-7042,

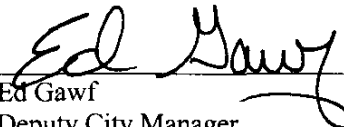
rking@scottsdaleaz.gov

APPROVED BY


 David Roderique
 Economic Vitality General Manager
 Date 2/5/03


 Alvis T. Dreska
 Municipal Services General Manager
 Date 2/5/03


 Kroy Ekblaw
 Planning and Development Services General Manager
 Date 2/5/03


 Ed Gawf
 Deputy City Manager
 Date 2/5/03

ATTACHMENTS

1. Applicant's Narrative
2. Context Aerial
- 2A. Aerial Close-Up
3. Land Use Map
4. Zoning Map
- 4A. Proposed Zoning
5. Stipulations
6. Additional Information
7. Traffic Impact Summary
8. Citizen Involvement
9. April 11, 2001 Planning Commission Minutes
10. January 22, 2002 City Council Minutes
11. Ordinance No. 3250
 Exhibit #1 – stipulations
 Exhibit #2 - zoning Map
12. Resolution No. 5929
 Exhibit #1 – Development Agreement
13. Site Plan



City of Scottsdale PROJECT NARRATIVE



14-ZN-2000

4-24-2002

-PA-2000

- ☒ Rezoning ☐ Other
- ☐ Use Permit
- ☐ Development Review
- ☐ Master Sign Programs
- ☐ Variance

Case #

Project Name SCOTTSDALE BEAD SUPPLY

Location NE Corner of Marshall Way and Goldwater

Applicant Architectural Alliance, Inc.
210 E. Catalina Drive
Phoenix, AZ 85012 602-265-6556

SITE DETAILS

Proposed/Existing Zoning: _____

Use: _____

Parcel Size: _____

☐ Gross Floor Area ☐ Total Units: _____

☐ Floor Area Ratio ☐ Density: _____

Parking Required: _____

Parking Provided: _____

Of Buildings: _____

Height: _____

Setbacks: N- _____ S- _____

E- _____ W- _____

In the following space, please describe the project or the request

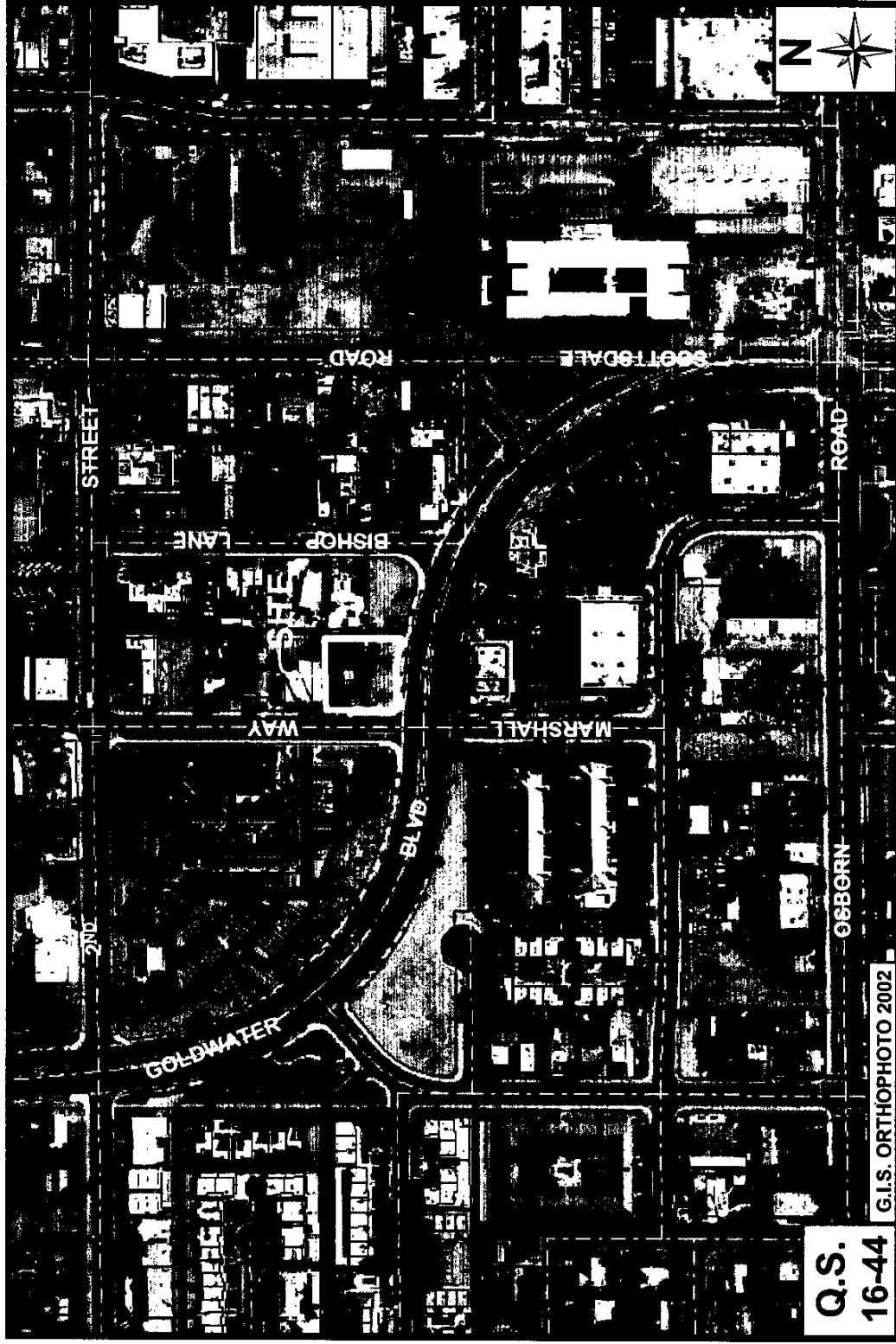
Scottsdale Bead Supply will be expanding their existing business of retail sales of unique imported, domestic, and antique beads along with custom designed jewelry, findings, and components by building a new two story 9,000 (approximate) square foot building located at the northeast corner of Marshall Way and Goldwater Boulevard. This mixed-use building will present a new upscale image for Scottsdale Bead Supply within the context of downtown Scottsdale. The ground level will be home to the expanded Scottsdale Bead Supply, which will occupy 2200 square feet on the west end. We will also relocate our fine jewelry gallery "Andrew Designer in Gold" in a separate 800 square foot retail space. The remaining approximate 1500 sq. ft. will be lease space available to either a high-end gallery or an upscale boutique. The second level will consist of a single luxury condominium of approximately 1600 sq. ft. with a private balcony/sun deck. The remaining 2900 sq. ft. will be utilized as private offices for Andrew and SBS, with approximately 2000 sq. ft. available for lease. The building materials will be cast in place concrete and masonry with large view windows and columns. The building structure is planned to be expressed by the natural qualities of the materials used and landscaping in native plants consistent with what the City of Scottsdale has planted, and planning to do in the area. The second floor entrance atrium will incorporate outdoor seating with lush plants and a water feature. There will also be covered

(If an additional page(s) is necessary, please

Scottsdale Bead Supply The Partnership Gallery Expansion Project contd.

parking on the south side of the parking lot. The new building and parking lot will be located on what will be referred to as "parcel A", which is comprised of a portion of lot #9 and the south half of lot #8 which is owned by Mike Charvoz. Parcel number 130-13-39 is currently owned by the City of Scottsdale.

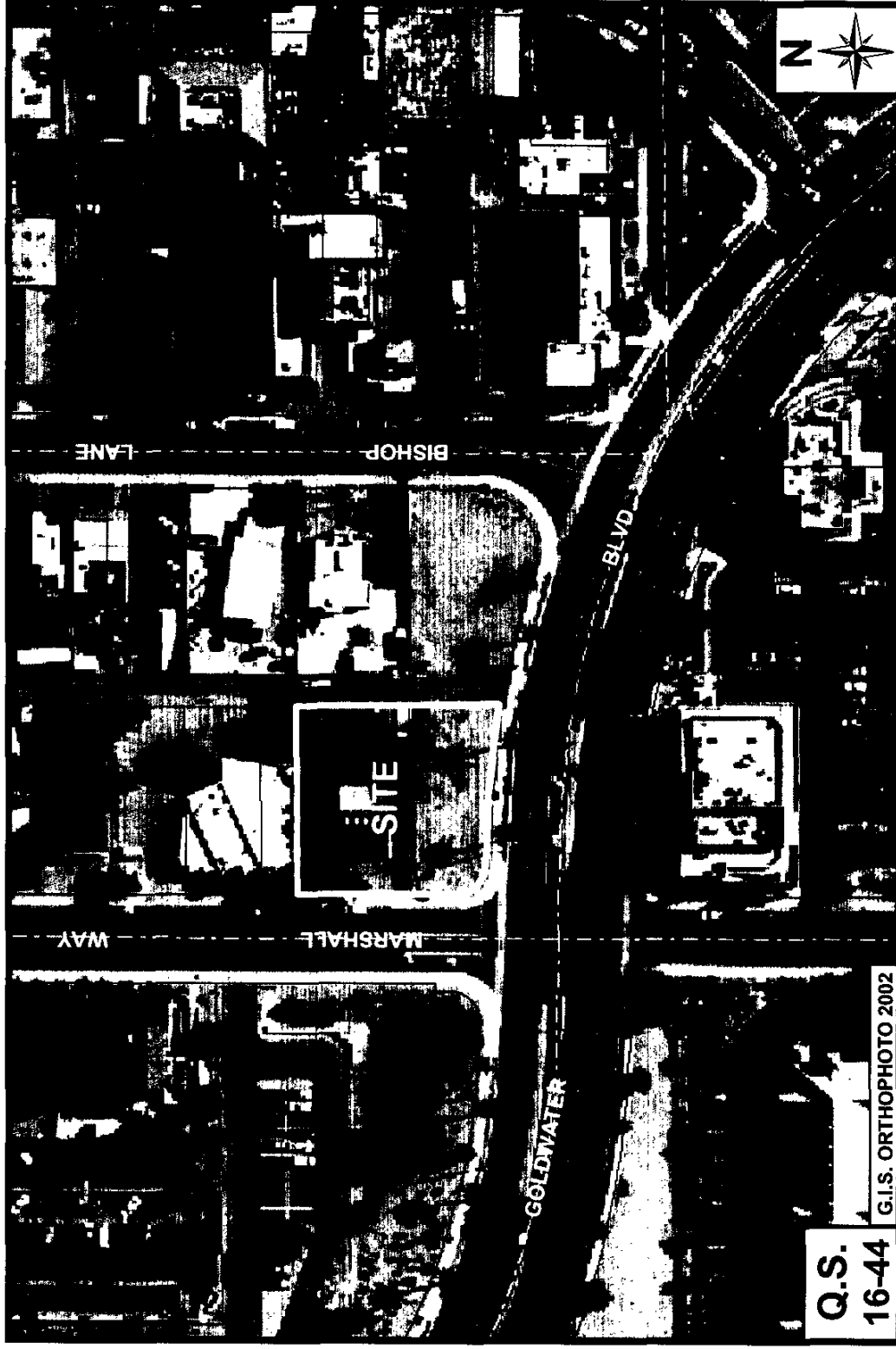
**14-ZN-2000
4-24-2002**



14-ZN-2000

ATTACHMENT #2

Scottsdale Bead Supply

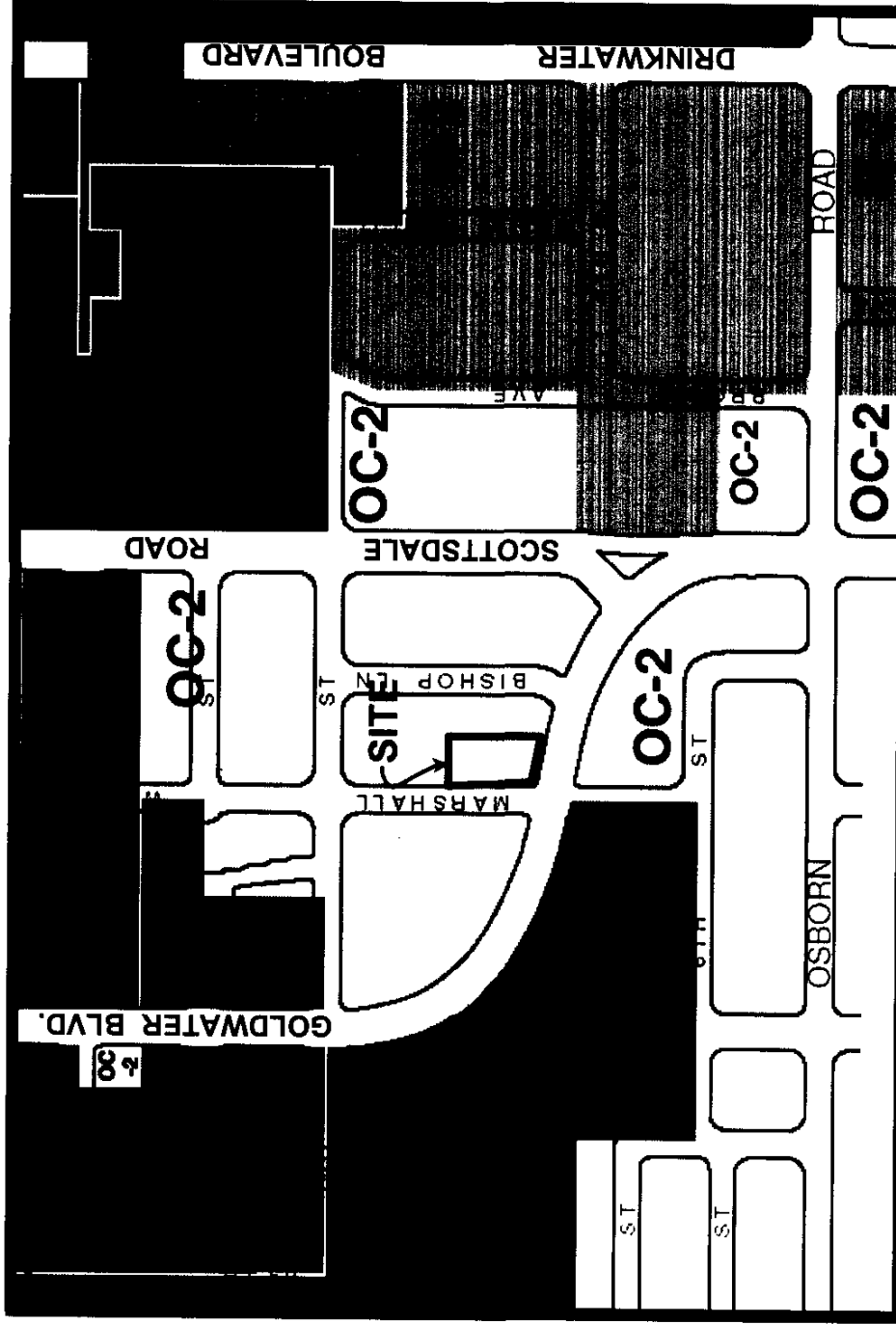


14-ZN-2000

ATTACHMENT #2A

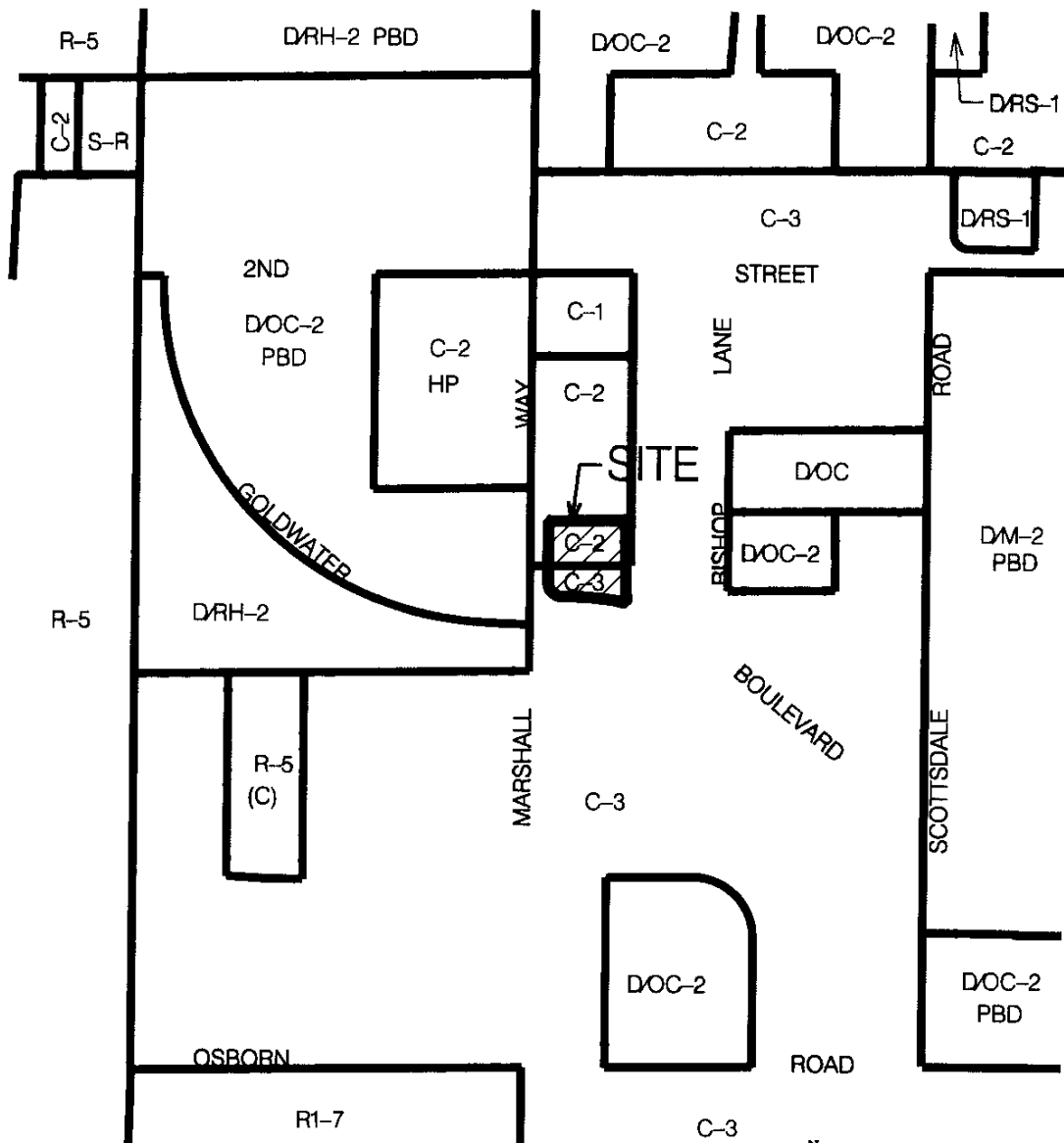
Scottsdale Bead Supply

Downtown General Plan



	Retail Specialty		Residential/Hotel
	Office Commercial		Regional Commercial/Office
	Civic Center		Residential High Density
	Office Residential		Medical

14-ZN-2000
ATTACHMENT #3



14-ZN-2000

ATTACHMENT #4





STIPULATIONS FOR CASE 14-ZN-00

PLANNING/ DEVELOPMENT

1. **CONFORMANCE TO DEVELOPMENT SUBMITTAL.** Development shall be in conformance with the site plan and development program submitted by Architectural Alliance, Inc. and dated 3/6/01. These stipulations take precedence over the above-referenced site plan and development program. Any proposed significant change as determined by the Zoning Administrator shall be subject to subsequent public hearings before the Planning Commission and City Council.
2. **SITE PLAN WORKSHEET.** With the Development Review Board submittal, the developer shall revise the site plan worksheet and parking calculations, to the satisfaction of City staff. Parking calculations shall be based on gross floor area with fractions rounded up in conformance with Article IX of the Zoning Ordinance.
3. **PEDESTRIAN ACCESS.** With the Development Review Board submittal, the developer shall submit a plan providing pedestrian access to the commercial and recreational areas on and adjacent to the site.
4. **LOT TIE/SPLIT.** With the Development Review Board submittal, the developer shall provide documentation, to the satisfaction of City staff, of a lot tie between both parcels.

ENVIRONMENTAL DESIGN

1. **ALTERATIONS TO NATURAL WATERCOURSES.** Any proposed alteration to the natural state of watercourses with a 100-year peak flow rate estimated between 250 cfs and 749 cfs shall be subject to Development Review Board approval.
2. **NON-PROTECTED NATIVE PLANTS.** Native plants which are not protected by the Scottsdale Revised Code native plant provisions, but which are necessary for on-site revegetation, are suitable for transplanting, or are necessarily uprooted for road building or similar construction, as determined by city staff, shall be stockpiled during construction and shall be replanted in on-site landscape areas by the developer before the final site inspection.
3. **LOCATION OF INTERNAL STREETS AND DRIVEWAYS.** Prior to the Development Review Board submittal, the developer shall stake the alignments for all internal streets and driveways subject to inspection by city staff to confirm that the proposed alignments result in the least environmental and hydrological impact. The Community Development Administrator may approve the use of rectified aerial photographs in lieu of on-site staking.
4. **OUTDOOR LIGHTING.** The maximum height of any outdoor lighting source shall be 20 feet above natural grade at the base of the light standard except for recreation uses, which shall comply with the outdoor lighting standards of the Scottsdale Zoning Ordinance.
5. **MAINTENANCE AND PRESERVATION-RECORDED AGREEMENT.** Before any building permit for the site is issued, the developer shall record an agreement, satisfactory to city staff, detailing the maintenance and preservation by the developer and its successors of all

common areas, landscape buffers, natural areas, drainage easements and private access ways on the site and abutting rights-of-way. These designated areas shall not be accepted for maintenance or be accepted for ownership by the city without the approval of the City Council.

CIRCULATION

1. **STREET CONSTRUCTION.** Before any certificate of occupancy is issued for the site, the developer, at its expense, shall dedicate the following right-of-way and construct the following street improvements, in conformance with the Design Standards and Policies Manual:

Street Name/Type	Dedications	Improvements	Notes
Alley Commercial	20' full (18' existing)	None	

2. **PEDESTRIAN CIRCULATION PLAN.** With the Development Review Board submittal, the developer shall submit a Pedestrian Circulation Plan for the site, which shall be subject to city staff approval. This plan shall indicate the location and width of all sidewalks and pedestrian pathways.

DRAINAGE AND FLOOD CONTROL

1. **CONCEPTUAL DRAINAGE REPORT.** With the Development Review Board submittal, the developer shall submit a conceptual drainage report and plan, subject to review and approval by city staff. The conceptual report and plan shall be in conformance with the Design Standards and Policies Manual - Section 2.1 - "*Drainage Policy, Downtown Scottsdale.*" In addition, the conceptual drainage report and plan shall:
 - a. Identify all storm water runoff entering and exiting the site, and calculate the peak discharge (100-yr, 6-hr storm event) for a pre- versus post-development discharge comparison of all storm water runoff that exits the property.
 - b. Demonstrate how the storm water storage requirement (100-yr, 2hr storm event) shall be satisfied. Indicate the location, volume and tributary area of all storage.
 - c. Include flood zone information to establish the basis for determining finish floor elevations in conformance with the Scottsdale Revised Code.
2. **STORM WATER STORAGE REQUIREMENT.** On-site storm water storage is required for the full 100-year, 2-hour storm event, unless city staff approves the developer's Request for Waiver. See Section 2 of the Design Standards and Policies Manual for waiver criteria.
 - a. If applicable, the developer shall submit to the Community Development Division a Request for Waiver Review form, which shall:
 - 1) Include a supportive argument that demonstrates that historical flow through the site will be maintained, and that storm water runoff exiting this site has a safe place to flow.

- 2) Include an estimate for payment in-lieu of on-site storm water storage, subject to city staff approval.
 - b. Before the improvement plan submittal to the Project Quality/Compliance Division, the developer shall have obtained the waiver approval.
3. FINAL DRAINAGE REPORT. With the final improvement plans submittal to the Project Quality/Compliance Division, the developer shall submit a final drainage report and plan subject to review and approval by city staff. The final drainage report and plan shall be in conformance with the Design Standards and Policies Manual - Section 2.1 – “*Drainage Policy, Downtown Scottsdale.*” In addition, the final drainage report and plan shall:
 - a. Provide final calculations and detailed analysis that demonstrate consistency with the conceptual drainage plan and report accepted by City staff.
 - b. Demonstrate that historical flow through the site will be maintained:
 - 1) Storm water runoff exiting this site will not be relocated or redirected.
 - 2) Streets will not be flooded (i.e. depth of runoff in the streets will not exceed the top of curb in a ten year storm nor eight inches in a one hundred year storm).
 - 3) The adjacent storm drain system has capacity to manage any proposed increase in storm water runoff.
 - c. Discuss how basins will be drained, (by gravity out-fall to the existing storm drain system, etc.)
 - d. Provide bleed-off calculations to demonstrate the discharge rate and time to drain on-site storm water storage basins and areas, if applicable.
4. STORM WATER STORAGE EASEMENTS. With the Development Review Board submittal, the developer shall submit a site plan subject to city staff approval. The site plan shall include and identify tracts with easements dedicated for the purposes of storm water storage, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual.
5. DRAINAGE EASEMENTS. Before any building permit for the site is issued, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all drainage easements necessary to serve the site.

WATER

1. NEW WATER FACILITIES. Before the issuance of Letters of Acceptance by the Inspection Services Division, the developer, at its expense, shall provide all water lines and water related facilities necessary to serve the site. Water line and water related facilities shall conform to the city Water System Master Plan.
2. WATERLINE EASEMENTS. Before any building permit for the site is issued, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all water easements necessary to serve the site.

WASTEWATER

1. **NEW WASTEWATER FACILITIES.** Before the issuance of Letters of Acceptance by the Inspection Services Division, the Developer, at its expense, shall provide all sanitary sewer lines and wastewater related facilities necessary to serve the site. Sanitary sewer lines and wastewater related facilities shall conform to the city Wastewater System Master Plan.
2. **SANITARY SEWER EASEMENTS.** Before any building permit for the site is issued, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all sewer easements necessary to serve the site.

OTHER REQUIREMENTS

1. **EPA.** The EPA requires that all construction activities that disturb one or more acres obtain coverage under the NPDES General Permit for Construction Activities. The EPA also requires completion of a Notice of Intent (NOI) and preparation of a Storm Water Pollution Prevention Plan (SWPPP). With the final plan submittal, the developer shall submit a copy of the NOI. Contact Region 9 of the U.S. Environmental Protection Agency, 415 744-1500 EPA, Arizona Department of Environmental Quality at 602 207-4574, or at the web site <http://www.epa.gov/region9>. NOI forms are available in the City of Scottsdale One Stop Shop, 7447 East Indian School Road, Suite 100.
2. **SECTION 404 PERMITS.** Before issuance of any building permits, the developer shall certify that it complies with, or is exempt from, Section 404 of the Clean Water Act of the United States. [Section 404 regulates the discharge of dredged or fill material into a wetland, lake, (including dry lakes), river, stream (including intermittent streams, ephemeral washes, and arroyos), or other waters of the United States.]
3. **DUST CONTROL PERMITS.** Before commencing grading on sites 1/10 acre or larger, the developer shall have obtained a Dust Control Permit (earth moving equipment permit) from Maricopa County Division of Air Pollution Control. Call the county (602)-507-6727 for fees and application information.
4. **UTILITY CONFLICT COORDINATION.** With the improvement plan submittal to the Development Quality/Compliance Division, the developer shall submit a signed No Conflict form (not required for city owned water and sanitary sewer) from every affected utility company.
5. **ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS (ADEQ).** The developer shall be responsible for conformance with ADEQ regulations and requirements for submittals, approvals, and notifications. The developer shall demonstrate compliance with Engineering Bulletin #10 Guidelines for the Construction of Water Systems, and Engineering Bulletin #11 Minimum Requirements for Design, Submission of Plans, and Specifications of Sewerage Works, published by the ADEQ. In addition:

- a. Before approval of final improvement plans by the Project Quality and Compliance Division, the developer shall submit a cover sheet for the final improvement plans with a completed signature and date of approval from the Maricopa County Environmental Services Department (MCESD).
- b. Before issuance of encroachment permits by city staff, the developer shall provide evidence to city staff that a Certificate of Approval to Construct Water and/or Wastewater Systems has been submitted to the MCESD. This evidence shall be a document developed and date stamped by the MCESD staff.
- c. Before commencing construction, the developer shall submit evidence to city staff that Notification of Starting Construction has been submitted to the MCESD. This evidence shall be a document developed and date stamped by the MCESD staff.
- d. Before acceptance of improvements by the city Inspection Services Division, the developer shall submit a Certificate of Approval of Construction signed by the MCESD and a copy of the As-Built drawings.
- e. Before issuance of Letters of Acceptance by the city Inspection Services Division, the developer shall:
 - 1) Provide to the MCESD, As-Built drawings for the water and/or sanitary sewer lines and all related facilities, subject to review and approval by the MCESD staff, and to city staff, a copy of the approved As-Built drawings and/or a Certification of As-Built, as issued by the MCESD.
 - 2) Provide to the MCESD a copy of the Engineers Certificate of Completion with all test results, analysis results, and calculations, as indicated on the form.
 - 3) Provide to the MCESD a copy of the "Request for Certificate of Approval of Construction" of water/sewer lines with all appropriate quantities.
 - 4) Provide the city Inspection Services Division a copy of the Certificate of Approval of Construction, as issued by the MCESD.

ADDITIONAL INFORMATION

PLANNING/DEVELOPMENT

1. **DEVELOPMENT REVIEW BOARD.** The City Council directs the Development Review Board's attention to:
 - a. Design of site, landscaping and elevations with respect to the Downtown Urban Design and Architectural Guidelines
2. **STREET CONSTRUCTION STANDARDS.** The streets for the site shall be designed and constructed to the standards in the Design Standards and Policies Manual.
3. **NATIVE PLANT PRESERVATION.** The owner shall secure a native plant permit as defined in the Scottsdale Revised Code for each parcel. City staff will work with the owner to designate the extent of the survey required within large areas of proposed undisturbed open space. Where excess plant material is anticipated, those plants shall be offered to the public at no cost to the owner in accordance with state law and permit procedure or may be offered for sale.

ENGINEERING

1. **RESPONSIBILITY FOR CONSTRUCTION OF INFRASTRUCTURE.** The developer shall be responsible for all improvements associated with the development or phase of the development and/or required for access or service to the development or phase of the development, including but not limited to washes, storm drains, drainage structures, water systems, sanitary sewer systems, curbs and gutters, paving, sidewalks, streetlights, street signs, and landscaping. The granting of zoning/use permit does not and shall not commit the city to provide any of these improvements.
2. **FEES.** The construction of water and sewer facilities necessary to serve the site shall not be in lieu of any water development fee, water resources development fee, water recharge fee, sewer development fee or development tax, water replenishment district charge, pump tax, or any other water, sewer, or effluent fee which is applicable at the time building permits are granted.

TRAFFIC GENERATION STUDY

The requested change in zoning, from C-2 & C-3 to D/OC-2, should not affect the trip generation rates for these sites. These zoning classifications are very comparable in nature and would allow similar types of uses by right or through a conditional use permit. Based on this close relationship, differences in trip generation rates for the existing and proposed site plans were not calculated.

Estimated total trip generation numbers for the proposed development are presented in the table below.

TRIP GENERATION TABLE

Land Use	Daily Total	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Proposed luxury condominium (1 unit)	13	0	1	1	1	0	1
Proposed retail (4,500 ft ²)	183	5	7	12	14	15	29
Proposed office (3,900 ft ²)	110	5	1	6	1	5	6
TOTAL	306	10	8	19	16	20	36

The trip generation data is based on data contained in the Institute of Transportation Engineer's *Trip Generation*. Due to the lack of land use codes in ITE's *Trip Generation* that exactly match up to the proposed development's land uses, the numbers generated are only estimates.



CASE NO: _____

PROJECT LOCATION: _____

COMMUNITY INPUT CERTIFICATION

It is valued in the City of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from neighboring residents, affected school districts, and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)	Type	Of	Contact
		Meeting	Phone	Letter
5-2-00	Eileen Rogers - Allegro Print's Imaging			
MARCH 7-2000	MAGHADA TAYASSI 3624 N. BISHOP LN			
3-7-00	MARC WHITE Arizona Broom Tows 3702 N. BISHOP			
3.3.00	STANLITZ LIMOUSINES 7125 E. LINDA ST #108 SCOTTSDALE			
3.3.00	Apex Interiors 02MS INTERIORS 7125 E. 2ND ST. #110			
3/1/00	Jay Hawks			
3/3/00	John Sheppard Seville Cleaners 3554 N. Goldwater Blvd			
3/3/00	Jon Reeve Pizza Hut "			

Signature of owner/applicant

Date

MR. GUTZWILLER presented this case as per the project coordination packet.

(THERE WAS NO PUBLIC TESTIMONY)

VICE CHAIRMAN DUNN stated her concern is that we are just chopping up the streets in the City and allowing people to gate their communities.

VICE CHAIRMAN DUNN MOVED TO FORWARD CASE 4-AB-2001 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECOND BY COMMISSIONER OSTERMAN.

THE MOTION PASSED BY A VOTE OF FIVE (5) TO ZERO (0).

5. 14-ZN-2000 (Scottsdale Bead Company) request by Architectural Alliance Inc., applicant, City of Scottsdale, owner, to rezone from C-2 (Central Business District) and C-3 (Highway Commercial) to D/OC-2 (Downtown/Office Commercial, Type 2) on a .37 +/- acre parcel located at the northeast corner of Marshall Way and Goldwater.

MS. HAMMOND presented this case as per the project coordination packet. Staff is recommending approval subject to the attached stipulations.

CHAIRMAN DRAKE stated that the Development Review Board should look at how the entrance relates to the street.

(THERE WAS NO PUBLIC TESTIMONY)

COMMISSIONER OSTERMAN stated this is the second time the Commission has reviewed this case. The first time it was twice as large in scope 0.60 acres and it is nearly half that size now. The Commission approved it the first time and he would be inclined to approve it a second time.

CHAIRMAN DRAKE stated she would also note this was scheduled for a hearing in March and was continued to this meeting. The applicant continued to work with staff to resolve some of the issues that came out of that hearing and review process so there has been a lot of behind the scenes work on this one.

COMMISSIONER OSTERMAN MOVED TO FORWARD CASE 14-ZN-2000 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECOND BY COMMISSIONER RYON.

THE MOTION PASSED BY A VOTE OF FIVE (5) TO ZERO (0).

6. 11-TA-2000 Request by City of Scottsdale, applicant, to amend Ordinance 455 (Zoning Ordinance) Sections 7.800., Environmentally Sensitive Lands.; Section 7.810., Purpose.; Section 7.820., Scope of Regulations.; Section 7.821.,

2-ZN-00

2. Action:

Continue the following case to February 19, 2002:
Loloma Mixed Use Development (Restaurant)
To consider approval of a conditional use permit for a restaurant on a .29± acre portion zoned for Downtown/Residential Hotel, Type 2 (D/RH-2) of the 9.0± acre Loloma Mixed Use Development
7-UP-2000

3. Action:

Continue the following case to February 19, 2002:
Loloma Mixed Use Development (Cultural Institution)
To consider approval of a conditional use permit for a Cultural Institution on a .59± acre portion zoned for Downtown/Residential Hotel—Type 2 (D/RH-2) of the 9.05± acre Loloma Mixed Use Development
9-UP-2000

4. Action:

Continue the following case to February 19, 2002:
Loloma Abandonment

1. To consider abandoning all or portions of rights-of-way located on First Street and an alley alignment located immediately south of First Street within the Loloma Redevelopment Project as specified in the Redevelopment Agreement.
2. To consider preserving necessary utility corridors as specified in the Redevelopment Agreement.
3. To consider preserving the transit center and bus terminal areas as currently developed and as specified in the Redevelopment Agreement.
4. To consider a condition on the timing and consider imposing stipulations for the abandonment as specified in the Redevelopment Agreement.
 - The amount of right-of-way and the interests therein to be abandoned will be specified in the Redevelopment Agreement.
 - The abandonments, if approved, will only be effective if and when a redevelopment is formally approved by the City Council and will be subject to the terms, limitations, and conditions of the Redevelopment Agreement.
5. And to consider adopting Resolution No. 5959 incorporating and affirming said considerations as listed.

15-AB-2001



5. Action:

Continue the following case to February 19, 2002:
Scottsdale Bead Supply
To consider authorizing a rezone of a 0.37± acre parcel from Central Business District (C-2) and Highway Commercial (C-3) to Downtown Office Commercial-Type 2 (D/OC-2) and adopting Ordinance No. 3250 affirming the zoning request.

APPROVED FEBRUARY 5, 2002

ATTACHMENT #10

14-ZN-2000

6. Action:

Continue the following case to February 4, 2002:

Axis / Radius

Request to consider authorizing the renewal of an existing conditional use permit for live entertainment in the Central Business District (C-2), on a 0.5 +/- acre parcel located at 7320 – 7340 E Indian Plaza.

61-UP-1997#2

7. Action:

Continued the Following Case to February 4, 2002:

Requesting approval of development agreement stipulated in Case #61-UP-97#2, and adopt Resolution No. 5995 affirming the Development Agreement No. 2002-010-COS.

COUNCILMAN PETTYCREW MOVED TO CONTINUE ITEMS 1-7 TO THE DATES INDICATED UNDER EACH AGENDA ITEM. COUNCILWOMAN LUKAS SECONDED THE MOTION WHICH CARRIED 7/0.

Consent Agenda (Items 8-14)

8. Action:

7-Eleven #25845K

To consider forwarding a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a new series 10 (beer and wine store) state liquor license.

State License #10074255

City Case #91-LL-2001

Staff Contacts:

Jeff Fisher 480-312-7619, Email: jefisher@ci.scottsdale.az.us

Kurt Kinsey 480-312-5141, Email: kkinsey@ci.scottsdale.az.us

9. Action:

Paradise Gardens Subdivision

Request to consider the following:

1. Abandon two residual portions of cul-de-sacs located along 94th Street in conjunction with the Paradise Gardens subdivision re-plat(see Attachment #3).
2. Require a dedication of a 15 feet wide drainage easement over a portion of the subject southern (abandoned) right-of-way on the Paradise Gardens subdivision re-plat.
3. Reserve a public utility easement over, under, and across all abandoned rights-of-way.

APPROVED FEBRUARY 5, 2002

ORDINANCE NO. 3250

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SCOTTSDALE MARICOPA COUNTY, ARIZONA, AMENDING ORDINANCE NO. 455, THE ZONING ORDINANCE OF THE CITY OF SCOTTSDALE, BY AND FOR THE PURPOSE OF CHANGING THE ZONING ON THE "DISTRICT MAP" TO ZONING APPROVED IN CASE NO. 14-ZN-2000, TO REZONE THE PROPERTY FROM C-2 (CENTRAL BUSINESS DISTRICT) AND C-3 (HIGHWAY COMMERCIAL), TO D/OC-2 (DOWNTOWN OFFICE/COMMERCIAL, TYPE 2), ON PROPERTY LOCATED AT THE NORTHEAST CORNER OF MARSHALL WAY AND GOLDWATER.

WHEREAS, the Planning Commission and the City Council have considered Case No. 14-ZN-2000, and the necessary hearings have been completed; and

WHEREAS, the Council of the City of Scottsdale wishes to amend the comprehensive zoning map of the City of Scottsdale for this Property;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Scottsdale, as follows:

Section 1. That the "District Map" adopted as a part of the Zoning Ordinance of the City of Scottsdale and showing the zoning district boundaries, is amended by rezoning the Property as shown on the map attached as Exhibit 2 and incorporated herein by reference, from C-2 (Central Business District) and C-3 (Highway Commercial), to D/OC-2 (Downtown Office/Commercial, Type 2), on property located at the northeast corner of Marshall Way and Goldwater.

Section 2. That the above rezoning is conditioned upon compliance with all stipulations attached hereto as Exhibit 1 and incorporated herein by reference.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of March, 2003.

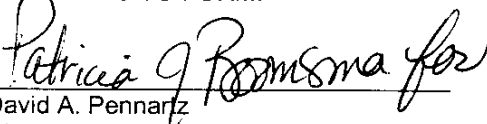
ATTEST:

CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: _____
Sonia Robertson
City Clerk

By: _____
Mary Manross
Mayor

APPROVED AS TO FORM:

By: 
David A. Pennarz
City Attorney

STIPULATIONS FOR CASE 14-ZN-00

PLANNING/ DEVELOPMENT

1. **CONFORMANCE TO DEVELOPMENT SUBMITTAL.** Development shall be in conformance with the site plan and development program submitted by Architectural Alliance, Inc. and dated 3/6/01. These stipulations take precedence over the above-referenced site plan and development program. Any proposed significant change as determined by the Zoning Administrator shall be subject to subsequent public hearings before the Planning Commission and City Council.
2. **SITE PLAN WORKSHEET.** With the Development Review Board submittal, the developer shall revise the site plan worksheet and parking calculations, to the satisfaction of City staff. Parking calculations shall be based on gross floor area with fractions rounded up in conformance with Article IX of the Zoning Ordinance.
3. **PEDESTRIAN ACCESS.** With the Development Review Board submittal, the developer shall submit a plan providing pedestrian access to the commercial and recreational areas on and adjacent to the site.
4. **LOT TIE/SPLIT.** With the Development Review Board submittal, the developer shall provide documentation, to the satisfaction of City staff, of a lot tie between both parcels.

ENVIRONMENTAL DESIGN

1. **ALTERATIONS TO NATURAL WATERCOURSES.** Any proposed alteration to the natural state of watercourses with a 100-year peak flow rate estimated between 250 cfs and 749 cfs shall be subject to Development Review Board approval.
2. **NON-PROTECTED NATIVE PLANTS.** Native plants which are not protected by the Scottsdale Revised Code native plant provisions, but which are necessary for on-site revegetation, are suitable for transplanting, or are necessarily uprooted for road building or similar construction, as determined by city staff, shall be stockpiled during construction and shall be replanted in on-site landscape areas by the developer before the final site inspection.
3. **LOCATION OF INTERNAL STREETS AND DRIVEWAYS.** Prior to the Development Review Board submittal, the developer shall stake the alignments for all internal streets and driveways subject to inspection by city staff to confirm that the proposed alignments result in the least environmental and hydrological impact. The Community Development Administrator may approve the use of rectified aerial photographs in lieu of on-site staking.
4. **OUTDOOR LIGHTING.** The maximum height of any outdoor lighting source shall be 20 feet above natural grade at the base of the light standard except for recreation uses, which shall comply with the outdoor lighting standards of the Scottsdale Zoning Ordinance.
5. **MAINTENANCE AND PRESERVATION-RECORDED AGREEMENT.** Before any building permit for the site is issued, the developer shall record an agreement, satisfactory to city staff, detailing the maintenance and preservation by the developer and its successors of all

common areas, landscape buffers, natural areas, drainage easements and private access ways on the site and abutting rights-of-way. These designated areas shall not be accepted for maintenance or be accepted for ownership by the city without the approval of the City Council.

CIRCULATION

1. **STREET CONSTRUCTION.** Before any certificate of occupancy is issued for the site, the developer, at its expense, shall dedicate the following right-of-way and construct the following street improvements, in conformance with the Design Standards and Policies Manual:

Street Name/Type	Dedications	Improvements	Notes
Alley Commercial	20' full (18' existing)	None	

2. **PEDESTRIAN CIRCULATION PLAN.** With the Development Review Board submittal, the developer shall submit a Pedestrian Circulation Plan for the site, which shall be subject to city staff approval. This plan shall indicate the location and width of all sidewalks and pedestrian pathways.

DRAINAGE AND FLOOD CONTROL

1. **CONCEPTUAL DRAINAGE REPORT.** With the Development Review Board submittal, the developer shall submit a conceptual drainage report and plan, subject to review and approval by city staff. The conceptual report and plan shall be in conformance with the Design Standards and Policies Manual - Section 2.1 - "*Drainage Policy, Downtown Scottsdale*." In addition, the conceptual drainage report and plan shall:
 - a. Identify all storm water runoff entering and exiting the site, and calculate the peak discharge (100-yr, 6-hr storm event) for a pre- versus post-development discharge comparison of all storm water runoff that exits the property.
 - b. Demonstrate how the storm water storage requirement (100-yr, 2hr storm event) shall be satisfied. Indicate the location, volume and tributary area of all storage.
 - c. Include flood zone information to establish the basis for determining finish floor elevations in conformance with the Scottsdale Revised Code.
2. **STORM WATER STORAGE REQUIREMENT.** On-site storm water storage is required for the full 100-year, 2-hour storm event, unless city staff approves the developer's Request for Waiver. See Section 2 of the Design Standards and Policies Manual for waiver criteria.
 - a. If applicable, the developer shall submit to the Community Development Division a Request for Waiver Review form, which shall:
 - 1) Include a supportive argument that demonstrates that historical flow through the site will be maintained, and that storm water runoff exiting this site has a safe place to flow.

- 2) Include an estimate for payment in-lieu of on-site storm water storage, subject to city staff approval.
 - b. Before the improvement plan submittal to the Project Quality/Compliance Division, the developer shall have obtained the waiver approval.
3. FINAL DRAINAGE REPORT. With the final improvement plans submittal to the Project Quality/Compliance Division, the developer shall submit a final drainage report and plan subject to review and approval by city staff. The final drainage report and plan shall be in conformance with the Design Standards and Policies Manual - Section 2.1 – “*Drainage Policy, Downtown Scottsdale.*” In addition, the final drainage report and plan shall:
 - a. Provide final calculations and detailed analysis that demonstrate consistency with the conceptual drainage plan and report accepted by City staff.
 - b. Demonstrate that historical flow through the site will be maintained:
 - 1) Storm water runoff exiting this site will not be relocated or redirected.
 - 2) Streets will not be flooded (i.e. depth of runoff in the streets will not exceed the top of curb in a ten year storm nor eight inches in a one hundred year storm).
 - 3) The adjacent storm drain system has capacity to manage any proposed increase in storm water runoff.
 - c. Discuss how basins will be drained, (by gravity out-fall to the existing storm drain system, etc.)
 - d. Provide bleed-off calculations to demonstrate the discharge rate and time to drain on-site storm water storage basins and areas, if applicable.
4. STORM WATER STORAGE EASEMENTS. With the Development Review Board submittal, the developer shall submit a site plan subject to city staff approval. The site plan shall include and identify tracts with easements dedicated for the purposes of storm water storage, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual.
5. DRAINAGE EASEMENTS. Before any building permit for the site is issued, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all drainage easements necessary to serve the site.

WATER

1. NEW WATER FACILITIES. Before the issuance of Letters of Acceptance by the Inspection Services Division, the developer, at its expense, shall provide all water lines and water related facilities necessary to serve the site. Water line and water related facilities shall conform to the city Water System Master Plan.
2. WATERLINE EASEMENTS. Before any building permit for the site is issued, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all water easements necessary to serve the site.

WASTEWATER

1. **NEW WASTEWATER FACILITIES.** Before the issuance of Letters of Acceptance by the Inspection Services Division, the Developer, at its expense, shall provide all sanitary sewer lines and wastewater related facilities necessary to serve the site. Sanitary sewer lines and wastewater related facilities shall conform to the city Wastewater System Master Plan.
2. **SANITARY SEWER EASEMENTS.** Before any building permit for the site is issued, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all sewer easements necessary to serve the site.

OTHER REQUIREMENTS

1. **EPA.** The EPA requires that all construction activities that disturb one or more acres obtain coverage under the NPDES General Permit for Construction Activities. The EPA also requires completion of a Notice of Intent (NOI) and preparation of a Storm Water Pollution Prevention Plan (SWPPP). With the final plan submittal, the developer shall submit a copy of the NOI. Contact Region 9 of the U.S. Environmental Protection Agency, 415 744-1500 EPA, Arizona Department of Environmental Quality at 602 207-4574, or at the web site <http://www.epa.gov/region9>. NOI forms are available in the City of Scottsdale One Stop Shop, 7447 East Indian School Road, Suite 100.
2. **SECTION 404 PERMITS.** Before issuance of any building permits, the developer shall certify that it complies with, or is exempt from, Section 404 of the Clean Water Act of the United States. [Section 404 regulates the discharge of dredged or fill material into a wetland, lake, (including dry lakes), river, stream (including intermittent streams, ephemeral washes, and arroyos), or other waters of the United States.]
3. **DUST CONTROL PERMITS.** Before commencing grading on sites 1/10 acre or larger, the developer shall have obtained a Dust Control Permit (earth moving equipment permit) from Maricopa County Division of Air Pollution Control. Call the county (602)-507-6727 for fees and application information.
4. **UTILITY CONFLICT COORDINATION.** With the improvement plan submittal to the Development Quality/Compliance Division, the developer shall submit a signed No Conflict form (not required for city owned water and sanitary sewer) from every affected utility company.
5. **ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS (ADEQ).** The developer shall be responsible for conformance with ADEQ regulations and requirements for submittals, approvals, and notifications. The developer shall demonstrate compliance with Engineering Bulletin #10 Guidelines for the Construction of Water Systems, and Engineering Bulletin #11 Minimum Requirements for Design, Submission of Plans, and Specifications of Sewerage Works, published by the ADEQ. In addition:

- a. Before approval of final improvement plans by the Project Quality and Compliance Division, the developer shall submit a cover sheet for the final improvement plans with a completed signature and date of approval from the Maricopa County Environmental Services Department (MCESD).
- b. Before issuance of encroachment permits by city staff, the developer shall provide evidence to city staff that a Certificate of Approval to Construct Water and/or Wastewater Systems has been submitted to the MCESD. This evidence shall be a document developed and date stamped by the MCESD staff.
- c. Before commencing construction, the developer shall submit evidence to city staff that Notification of Starting Construction has been submitted to the MCESD. This evidence shall be a document developed and date stamped by the MCESD staff.
- d. Before acceptance of improvements by the city Inspection Services Division, the developer shall submit a Certificate of Approval of Construction signed by the MCESD and a copy of the As-Built drawings.
- e. Before issuance of Letters of Acceptance by the city Inspection Services Division, the developer shall:
 - 1) Provide to the MCESD, As-Built drawings for the water and/or sanitary sewer lines and all related facilities, subject to review and approval by the MCESD staff, and to city staff, a copy of the approved As-Built drawings and/or a Certification of As-Built, as issued by the MCESD.
 - 2) Provide to the MCESD a copy of the Engineers Certificate of Completion with all test results, analysis results, and calculations, as indicated on the form.
 - 3) Provide to the MCESD a copy of the "Request for Certificate of Approval of Construction" of water/sewer lines with all appropriate quantities.
 - 4) Provide the city Inspection Services Division a copy of the Certificate of Approval of Construction, as issued by the MCESD.

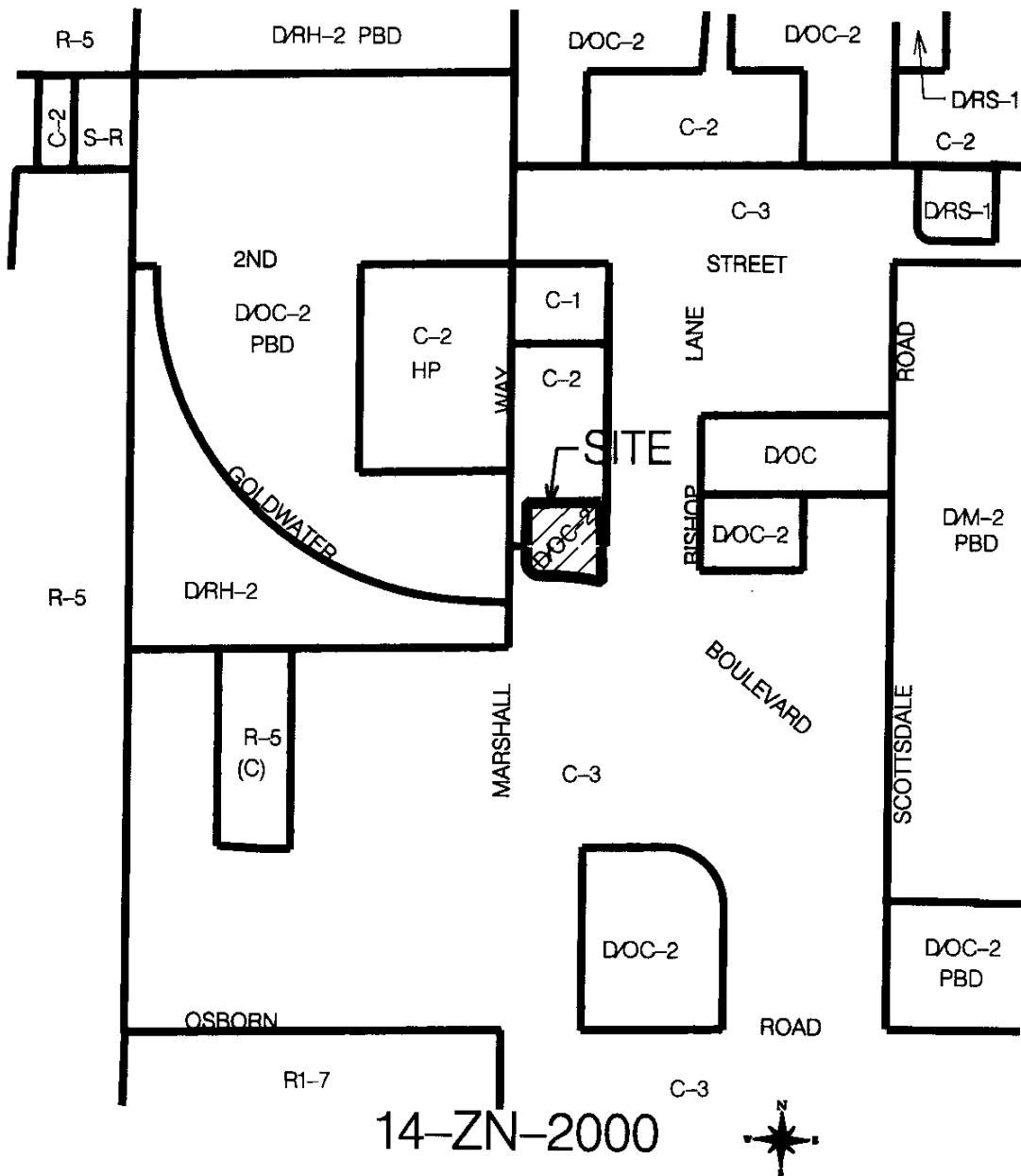


EXHIBIT #2

RESOLUTION NO. 5929

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, FOR THE PURPOSE OF AUTHORIZING A DEVELOPMENT AGREEMENT FOR THE BEAD SUPPLY (ALSO KNOWN AS WORLD TRADE INVESTMENTS) PROJECT AT THE NORTHEAST CORNER OF GOLDWATER BOULEVARD AND MARSHALL WAY.

WHEREAS, Scottsdale's downtown is an important community asset providing significant economic, tourism and cultural amenities for Scottsdale's citizens, businesses and visitors; and

WHEREAS, the City of Scottsdale is committed to maintaining and enhancing downtown to provide these important community benefits; and

WHEREAS, the proposed Bead Supply (also known as World Trade Investments) project will provide additional retail opportunities and other benefits for downtown and the City of Scottsdale generally; and

WHEREAS, such a project will help downtown Scottsdale maintain and enhance its place as a first-class downtown business, residential and cultural area; and

WHEREAS, it is desirable to provide a wide range of services, uses and experiences in downtown Scottsdale; and

WHEREAS, the proposed Bead Supply project located within, and integrated with, downtown Scottsdale will help accomplish those purposes; and

WHEREAS, the project's location, accessibility for visitors, and integration with downtown enhances the possibilities for future downtown enhancements, as well as enhancing, preserving and expanding opportunities for downtown generally; and

WHEREAS, after a selection and negotiation process satisfying applicable laws, Bead Supply has been selected as the developer of the project; and

WHEREAS, the City Council has made certain other findings recited in the proposed development agreement and related documents;

NOW, THEREFORE, be it resolved that:

1. Section 1. The Mayor is hereby authorized to enter into on behalf of the City of Scottsdale the Development Agreement attached hereto as Exhibit "A."
2. Section 2. That the City Clerk is hereby directed to record the Development Agreement with the Maricopa County Recorder within ten (10) days of its execution by all the Parties.

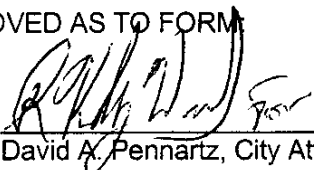
PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____, 2003.

Mary Manross, Mayor

ATTEST:

By: _____
Sonia Robertson, City Clerk

APPROVED AS TO FORM

By:  _____
David A. Pennartz, City Attorney

When Recorded Return To:

Lila Madden (Monique de los Rios-Urban)
ONE STOP SHOP RECORDS
CITY OF SCOTTSDALE
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

DEVELOPMENT AGREEMENT

C.O.S. Contract No. 2001-138-COS

This Development Agreement ("Agreement") is made and entered into this ____ day of _____, 2002, by and between the City of Scottsdale, an Arizona municipal corporation ("City"), and World Trade Investments, Inc., an Arizona corporation ("Developer").

WITNESSETH

A. City is an Arizona municipality with authority under applicable statutes and laws to enter into agreements relating to the acquisition, disposition and development of real property within the City's territorial boundaries.

B. Developer has submitted a proposal to develop certain real property (the "Property") on the terms of this Agreement. Developer owns a portion of the Property. Other portions of the Property are owned by City.

C. The approximate configurations of the various parcels (the "Parcels") comprising the Property as of the date of this Agreement are depicted on the map (the "Map") attached hereto as Exhibit "A".

D. The current fee title owners and legal descriptions of the various existing Parcels are as follows:

<u>Parcel</u>	<u>Legal Description</u>	<u>Owner</u>
North	Exhibit "B"	Developer
South	Exhibit "C"	City
Alley	Exhibit "D"	City
West	Exhibit "E"	City

E. Developer's performance under this Agreement will result in improvements to the Property and new uses of the Property.

F. The future improvements and land uses of the Property as it is to be developed by Developer are depicted on the diagram (the "Site") attached hereto as Exhibit "F".

G. Developer desires to obtain from City (the "Closing") fee title ownership of the South Parcel.

H. The parties desire that certain conditions (the "Closing Conditions") be satisfied before the Closing.

I. Pursuant to this Agreement, Developer intends to construct the following improvements (collectively the "Project") as depicted in concept on the Site Plan:

(1) A mixed use building of one or more stories (the "New Building") located upon the South Parcel.

(2) A surface parking lot (the "North Parking Lot") on the North Parcel.

(3) Certain improvements (collectively the "Alley Improvements") located on the Alley Parcel.

(4) Landscaping, utilities, sidewalks, street improvements, and other improvements required by this Agreement (collectively the "Miscellaneous Improvements").

J. The Project is to be completely constructed by Developer no later than April 1, 2006 (the "Completion Date") and thereafter operated as a retail or mixed use project (collectively the "Permitted Uses").

K. The parties also desire to impose upon the North Parcel and the South Parcel certain ongoing restrictive covenants (the "Ongoing Restrictions") running with the land in favor of City.

L. This Agreement is intended to impose upon Developer:

a) the responsibility to construct and make the entire Project upon the Property consistent with the Plan and within the time periods established by this Agreement;

b) all expenses and costs of every description, whether "hard", "soft", or otherwise connected with or arising in any manner out of development, ownership and use of the Property;

c) the Ongoing Restrictions;

d) responsibility to pay all amounts (collectively "Payments") to City and to third parties under this Agreement; and

e) certain other responsibilities hereafter described.

M. This Agreement is not intended to impose on City any obligations other than to perform the following subject to certain limitations and conditions pursuant to this Agreement:

a) review and approve certain plans as described herein;

b) convey to Developer the South Parcel;

c) provide to Developer temporary use of the West Parcel during Project construction for parking for the improvements currently located on the North Parcel.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, Developer and City agree as follows:

I. RECITALS

1 Recitals. The foregoing recitals are incorporated into this Agreement.

II. TERM AND CONDITIONS

2 The term of this Agreement shall be as follows:

2.1 Commencement. The term of this Agreement shall commence on the date of this Agreement.

2.2 Normal Expiration. Except as otherwise expressly provided herein, this Agreement shall continue until the fifteenth (15th) annual anniversary of this Agreement.

2.3 Failure of Closing Conditions. This Agreement shall be automatically terminated in the event any of the Closing Conditions are not timely satisfied. The Closing Conditions are:

2.3.1 That the zoning, approvals and other items (the "Zoning Approvals") set forth in the list attached hereto as "G" be accomplished by the appropriate authorities. Developer shall diligently pursue the Zoning Approvals. Developer agrees that any and all items on the Zoning List shall be approved conditioned upon the Closing and timely Project construction, and shall include provisions stating that the approvals granted shall be automatically reversed at City's election without further action if the Closing does not occur or Developer does not timely complete the Project. In addition, if the Closing or Project construction and completion do not timely occur, Developer shall make and process to conclusion such applications as City may request to reverse all of said items.

2.3.2 That Developer has obtained a commitment for title insurance acceptable to Developer.

2.4 Effect of Condition Failure. In the event this Agreement is terminated through failure of the Closing Conditions, then all of the following shall apply:

2.4.1 The Closing shall not occur.

2.4.2 The Zoning Approvals shall be automatically reversed at City's election.

2.4.3 Developer shall make and process to conclusion such applications as City may request, if any, to reverse the items on the Zoning Approvals.

2.4.4 The parties shall have such rights and interests in the Property as they would have had if this Agreement had not been made.

2.4.5 At City's election, the zoning for the Property shall be the zoning existing prior to this Agreement.

2.4.6 This Agreement shall be terminated.

2.5 Disclaimer by City. All parcels conveyed by City to Developer shall be conveyed in an "as is" condition, with no warranty, express or implied. Without limitation, the preceding

sentence applies to the condition of title, the condition of improvements, the condition of the soil, geology and the presence of known or unknown contaminants or other faults or defects of any description. Developer has inspected the Property and its environs and obtained such information and professional advice as Developer has determined to be necessary related to this Agreement or this transaction. It shall be the sole responsibility of Developer at its expense to investigate and determine the soil, title, environmental and other conditions for the development to be constructed on the Property or otherwise pursuant to this Agreement. If such conditions are not in all respects entirely suitable for the use or uses to which any parcel will be put, then it is the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil, environmental and other conditions of the Property in a condition entirely suitable for development.

III. CLOSING PROCEDURES

3 Closing Procedures. The following procedures shall govern conveyances under this Agreement:

3.1 Title Insurance. At the Closing, Developer shall obtain an ALTA extended coverage owner's policy of title insurance from a title insurance company selected by City insuring Developer's title to the South Parcel in the amount of the Purchase Payment (hereinafter defined). City shall pay the cost of obtaining a standard owner's policy of title insurance on the South parcel in the amount of the Purchase Payment; the cost of ALTA extended coverage, any endorsements desired by Developer, and any matters required for issuance of such policy shall be at the sole expense of Developer. In no event shall City have any obligation to provide any affidavits, indemnities or other documents to the title insurer in connection with issuance of such title policy.

3.2 Escrow. The Closing will be accomplished through an escrow with an escrow company selected by City. City will pay half of ordinary basic escrow fees. All other charges of any nature for such escrow shall be paid by Developer. All terms and conditions of such escrow shall comply with this Agreement and otherwise be reasonably acceptable to City.

3.3 Location. Not less than three (3) business days prior to Closing, City shall designate a location for the Closing within Maricopa County, Arizona. Unless City designates a different location, Closing shall occur in the offices of the escrow agent handling the Closing.

3.4 Closing Conditions. Closing shall occur only upon satisfaction by each Party hereto of all conditions to Closing and the performance of all acts and delivery of all documents required to be performed or delivered at or prior to the closing.

3.5 Failure to Close. If Closing does not occur on or before the closing date, then any party not then in default may terminate this Agreement (at such time or any time thereafter prior to the Closing) by providing written notice of termination to the other party.

3.6 Closing Costs. Recording fees and similar costs shall be paid by Developer.

3.7 Commissions and Fees. City shall not be liable for any real estate commissions or brokerage fees which may arise in connection with this Agreement or the transactions contemplated herein. To the extent any real estate commissions or brokerage fees may at any time be payable in connection with this Agreement, any transaction contemplated herein, or the Property, such shall be Developer's obligations. Developer shall indemnify, defend and hold City harmless therefrom.

3.8 Other City Property. This Agreement does not under any circumstances entitle Developer to acquire any real property interest that is now held or may hereafter be acquired by City in the Alley Parcel or any other parcel.

3.9 Abandonments. City has no obligation under this Agreement or otherwise to abandon the Alley Parcel or any other right-of-way or other real property interests.

3.10 Prorations. Property taxes, if any, for the year of Closing shall be prorated as of the date of closing. Prior property taxes, if any, shall be paid by City. Subsequent property taxes shall be paid by Developer.

IV. CLOSING

4 Closing. The Closing shall be accomplished as follows:

4.1 Closing Date. The date of the Closing (the "Closing Date") shall be the earlier of (a) ninety (90) days after the date of this Agreement or (b) such date as Developer may specify by notice to City given not less than fifteen days in advance; provided, however, the Closing Date shall be no earlier than fifteen (15) days after satisfaction of the Closing Conditions.

4.2 Closing Documents. On or prior to the Closing Date, City and Developer shall sign, notarize and deliver (or cause to be signed, notarized and delivered) to the escrow agent selected by City the following items (collectively the "Closing Documents"):

4.2.1 Closing Deposits by City. City shall deliver:

4.2.1.1 This Agreement.

4.2.1.2 A special warranty deed (the "South Parcel Deed") in the form attached hereto as "H" conveying fee simple title to the South Parcel to Developer, containing the reservations in favor of City that are stated therein, and obligating the South Parcel and the North Parcel to the restrictions contained therein.

4.2.2 Closing Deposits by Developer. Developer shall deliver:

4.2.2.1 This Agreement.

4.2.2.2 A special warranty deed (the "Alley Parcel Deed") in the form attached hereto as Exhibit "I" conveying fee simple title to the Alley Parcel to City.

4.2.2.3 The amount of Seventy Thousand Dollars (\$70,000.00) (the "Purchase Payment") to City.

4.2.2.4 Developer's consent to the South Parcel Deed.

4.2.2.5 Such other funds and documents as escrow agent may request in order to accomplish the Closing as required by this Agreement.

4.3 Deliveries at Closing. The following shall occur at the Closing in the order listed:

4.3.1 The escrow agent shall record in the office of the Maricopa County Recorder the following Closing Documents in the order listed:

4.3.1.1 This Agreement.

4.3.1.2 The South Parcel Deed.

4.3.1.3 The Alley Parcel Deed.

4.3.2 The escrow agent shall do the following:

4.3.2.1 Deliver the Purchase Payment, less City's share of the cost of title insurance premiums and escrow fees hereunder, to City.

4.3.2.2 Pay and otherwise satisfy and completely discharge all recording and other similar fees and charges payable to public offices or others in connection with the Closing.

4.4 Purchase Credit at Closing. The amount of the Purchase Payment deposited in escrow by Developer shall be partially offset by a credit in the amount of Fourteen Thousand, Four Hundred Eighty Three Dollars (\$14,483.00) representing professional and other studies and work provided by Developer and other fees to prepare the South Parcel for sale and development pursuant to this Agreement.

V. TRANSACTION INFORMATION

5 Transaction Information. The parties shall provide to each other the following information and assurances concerning the Property and this Agreement all of which shall survive this Agreement:

5.1 City's Warranties and Representations. City warrants and represents to Developer as follows (the "City Warranties"):

5.1.1 Authority. City has full municipal power and authority to enter into, execute, deliver and consummate this Agreement.

5.1.2 Conflicts. City's execution, delivery and performance of this Agreement is not prohibited by and does not conflict with any other agreements, instruments, or judgments to which City is a party or is otherwise subject, the violation of which will have a material adverse effect on City's ability to perform its obligations under this Agreement.

5.1.3 Brokers. City has not and will not in the future engage any broker, agent, or finder in connection with this Agreement or the transactions contemplated herein.

5.2 Developer's Warranties and Representations. Developer warrants and represents to City as follows (the "Developer Warranties"):

5.2.1 Other Owners. No person holds any right, title or interest in the North Parcel which would materially interfere with development and use of the Property in the manner contemplated by this Agreement.

5.2.2 Organization. Developer is an Arizona corporation, duly organized and validly existing under the laws of the State of Arizona. Developer has all requisite power and

authority to enter into this Agreement and into each and every instrument and document to be executed by Developer pursuant to the terms of this Agreement.

5.2.3 Constituents. Each of Developer's constituent members is a validly existing corporation, limited liability company, or limited partnership, is appropriately licensed to transact business in Arizona and in the City of Scottsdale, and has the requisite power and authority to enter into each and every other instrument and document to be executed by them or their related entities pursuant to the terms of this Agreement.

5.2.4 Other Agreements. Developer's execution, delivery and performance of this Agreement, and of each and every other instrument and document to be executed by Developer pursuant to the terms of this Agreement, have been duly authorized by all necessary boards, managers, members, officers and directors (and by all actions required of its officers and directors) and will not violate its articles of incorporation or organization or bylaws (or similar applicable documents) or result in the breach of or constitute a default under any loan or credit agreement or any other agreement or instrument to which Developer is a party or by which Developer or its assets may be bound or affected.

5.2.5 Consents. All consents and approvals of any person (including without limitation the managers, members, officers and directors of Developer) required in connection with the execution and delivery of this Agreement, and of each and every other instrument and document to be executed by Developer pursuant to the terms of this Agreement, have been obtained.

5.2.6 No Conflicts. The execution, delivery and performance of this Agreement by Developer is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which Developer or any constituent joint venturer, partner, member, shareholder, officer or director of Developer is a party or is otherwise subject.

5.2.7 No Violation of Laws. Developer has received no notice asserting any noncompliance by Developer with any applicable statutes, codes, ordinances, rules and regulations of the United States of America, the State of Arizona or of any other state or any municipality or agency having jurisdiction over Developer or the transactions contemplated by this Agreement. Developer is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other governmental authority. Developer also makes this representation as to its members and as to entities which its members control.

5.2.8 No Payments. Developer has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of professional services such as the services of architects, engineers, attorneys and brokers to assist Developer in leasing portions of the Project to end users in the ordinary course of business, and in sale of the Project to the extent expressly permitted by this Agreement.

5.2.9 Litigation. No suit is pending against or affects Developer, which could have a material adverse affect upon Developer's performance under this Agreement or under any other instrument and document to be executed by Developer pursuant to this Agreement, or the financial condition or business of Developer. There are no outstanding judgments against Developer. Developer also makes this representation as to its members and as to entities which its members control.

5.2.10 No Attachment, Bankruptcy, etc. Affecting the Property. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed, pending against or affecting or involving Developer, its affiliates or the Property or any of its affiliates.

5.2.11 No Default. There is no default, nor has any event occurred which with the passage of time or the giving of notice or both would constitute a default in any contract, mortgage, deed of trust, lease or other instrument which affects or relates to Developer, its affiliates or the Property in any manner whatsoever.

5.2.12 Hazardous Materials. Developer and its constituent partners and affiliates have no knowledge of the use, placement, existence, storage or disposal of any Hazardous Materials on the Property at any time. Developer shall not produce, dispose, transport, treat, use or store any hazardous waste or materials or toxic substance upon or about the Property or any substance now or hereafter subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. Sec. 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous waste or toxic substances (collectively "Toxic Substances").

5.3 Continuing Notification Obligation. Developer shall promptly notify City in writing of any change or discovered inaccuracy in the facts which are the subject of any of Developer's representations or warranties set forth in this Agreement or in any instrument or document delivered to City pursuant to this Agreement.

5.4 Confirmatory Materials. Promptly following request by City, Developer shall provide such materials as City may reasonably request regarding any of Developer's Warranties or any of Developer's performance of any of its obligations under this Agreement.

VI. IMPROVEMENTS BY CITY

6 Improvements by City. City has not promised to and is not obligated in any manner to make any improvements to the Property or any other real property.

VII. DEVELOPER'S IMPROVEMENTS GENERALLY

7 Developer's Improvements Generally. Developer shall not perform any improvements, repairs, installation, construction, removal, demolition or other construction or similar work of any description whether or not specifically described herein (collectively "Developer's Improvements") upon or related to the Property except in compliance with the following:

7.1 Cost of Developer Improvements. All Developer's Improvements shall be designed, made and paid for by Developer at Developer's sole cost and expense. In no event, including without limitation termination of this Agreement for any reason, shall City be obligated to compensate Developer in any manner for any of Developer's Improvements or other work provided by Developer during or related to this Agreement. Developer shall timely pay for all such labor, materials, work and all professional and other services related thereto and shall pay, indemnify, defend and hold harmless City against all such claims. Developer shall bear the cost of all work required from time to time to cause the Property to comply with local zoning rules, Americans with Disabilities Act, building codes and similar rules. Developer shall also bear the cost of all work

required from time to time to cause any existing adjacent sidewalks and other improvements owned by City to comply with all such legal requirements to the extent such work is required as a result of work performed by Developer, Developer's use of the Property, or any exercise of the rights granted to Developer under this Agreement.

7.2 Improvement Quality. Any and all work performed on the Property by Developer shall be performed in a workman-like manner as reasonably determined by City and shall be diligently pursued to completion and in conformance with all building codes and similar rules. All of Developer's Improvements shall be high quality, safe, fire resistant, modern in design, and attractive in appearance, all as approved by City.

7.3 Time for Completion. Developer shall diligently and expeditiously pursue to completion the installation of all approved Developer's Improvements. Developer shall complete initial construction of the Project no later than the Completion Date. Developer shall complete installation of all of other Developer's Improvements no later than one year after the date of plans approval.

7.4 City Review. By entering into this Agreement, City approves the general concept of the Developer's Improvements as revealed by the exhibits to this Agreement for purposes of this Agreement only, but only to the extent not otherwise inconsistent with any specific requirement of this Agreement. However, City does not commit to accept changes, modifications, refinements or particular implementations of Developer's development proposal, all of which are subject to review and approval by City.

7.5 Approval Required. Developer shall make no Developer's Improvements without having first received the written consent of City which City may withhold to the extent the proposed Developer's Improvements fail to comply with the requirements of this Agreement or fail in City's reasonable discretion to advance City's goals and objectives for the Property as set forth in this Agreement and in the specific other documents mentioned in this Agreement. All plans submitted under this Agreement shall show design, appearance, style, landscaping, mechanical, utility and electrical systems, building materials, layout, colors, streets, sidewalks, transportation elements, views, and other information reasonably deemed necessary by City for a complete understanding of the work proposed, all in detail reasonably deemed appropriate by City for the level of plans required by this Agreement. When progressively more detailed materials are submitted, City shall not reject features or designs clearly disclosed in materials already approved by City. Developer shall not construct any improvements until the final plans for such improvements are approved by City under this Agreement.

7.6 Design Requirements. All Developer's Improvements shall comply with the following design requirements:

7.6.1 All Developer's Improvements shall be contained entirely within the Property and without any encroachment or dependence upon any other property, except that the Miscellaneous Improvements may be located in Goldwater Boulevard, Marshall Way and the Alley Parcel to the extent approved by City.

7.6.2 All Developer's Improvements shall conform to City's July, 1986 "Downtown Urban Design and Architectural Guidelines" as amended from time to time.

7.6.3 All plans shall comply with all requirements of law and this Agreement.

7.7 Disturbance of Toxic Substances. Prior to undertaking any construction or maintenance work, Developer shall cause the Property to be inspected to ensure that no potential asbestos or other Toxic Substances are disturbed. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Developer shall cause the contractor or other person performing such work to give to City notice by the method described in this Agreement to the effect that the person will inspect for such materials, will not disturb such materials and will indemnify, defend and hold City harmless against any disturbance in such materials in the course of the work. Developer shall cause any on-site or off-site storage, inspection, treatment, transportation, disposal or other handling of Toxic Substances by Developer in connection with the Property to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services.

7.8 Plans Required Developer's design of all Developer's Improvements shall occur in three stages culminating in final working construction documents for the Developer's Improvements (the "Final Plans"). The three stages are, in order of submission and in increasing order of detail, as follows:

7.8.1 Conceptual plans showing the general layout, locations, elevations, configuration, and capacities of all significant improvements, topographical features, pedestrian and vehicular ways, buildings, utilities, water systems, and other features significantly affecting the appearance, design, function and operation of each element of Developer's Improvements. The conceptual plans must also show general locations and dimensions of all rooms, hallways and other areas together with the number of square feet of building and other area that all material uses and facilities will respectively occupy.

7.8.2 Preliminary plans showing all building finishes and treatments, finished elevations, general internal and external building design and decoration schemes (including without limitation colors, textures and materials), mechanical, communications, electrical, plumbing and other utility systems, building materials, landscaping and all other elements necessary prior to preparation of final working construction documents and showing compliance with all requirements of this Agreement. The preliminary plans shall show all detail necessary prior to preparation of Final Plans.

7.8.3 Final working construction documents for the Developer's Improvements (collectively the "Final Plans").

7.9 Approval Process. The following procedure shall govern Developer's submission to City of all plans hereunder, including any proposed changes by Developer of previously approved plans:

7.9.1 Each submittal of plans by Developer for City's review shall include five (5) complete sets of the plans together with two (2) copies of Autocad release 12 or 13 computer files on three and one-half inch high density floppy disks containing vector line drawings of the improvements or such other form of computer data as City may require.

7.9.2 Developer shall coordinate with City as necessary on significant design issues prior to preparing plans to be submitted hereunder.

7.9.3 Upon execution of this Agreement, City and Developer shall each designate a project manager to coordinate the respective party's participation in designing and constructing

the Project. Each such project manager shall devote such time and efforts to the Project as may be necessary for timely, good faith, and convenient coordination among the parties and their persons involved with the Project and compliance with this Agreement. City's project manager will not be exclusively assigned to this Agreement or the Project.

7.9.4 In addition to other submissions required under this Agreement, Developer shall simultaneously deliver to City's project manager copies of all applications and supplemental, supporting and related materials for all zoning, development review and similar processes for the Project (excluding building permits).

7.9.5 No plans shall be deemed approved by City until stamped "APPROVED PER DEVELOPMENT AGREEMENT" and dated by City's project manager.

7.9.6 Construction shall not commence until Developer delivers to City a formal certification by a qualified engineer acceptable to City to the effect that all of Developer's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. Such certification shall be accompanied by and refer to such backup information and analysis as City may require. Such certification shall be on the face of the plans themselves.

7.9.7 Developer acknowledges that City's project manager's authority with respect to the Property is limited to the administration of the requirements of this Agreement. Developer shall be responsible to secure all zoning approvals, development review, or other governmental approvals and satisfy all governmental requirements pertaining to the Project and shall not rely on City or City's project manager for any of the same.

7.9.8 City's issuance of building permits, zoning clearances or other governmental review or action shall not constitute approval of any plans for purposes of this Agreement. Developer's submission of plans under this Agreement and the plans approval process under this Agreement shall be separate and independent of all other plans submittal and approval processes required by law, all of which shall continue to apply in addition to the requirements of this Agreement.

7.9.9 City has the right to require Developer to obtain approval for any Developer Improvements from the City of Scottsdale Development Review Board or any similar body.

7.9.10 Developer shall hand deliver all plans to City no later than each submission date. Submission dates shall be such dates as are necessary for Developer to timely obtain the approvals required by this Agreement. Developer is responsible to allow adequate time for all communications and plans revisions necessary to obtain approvals and shall schedule its performances hereunder and revise its plans as necessary to timely obtain all approvals.

7.9.11 Within thirty (30) days after City's receipt of plans from Developer, City shall make available to Developer one (1) copy of the plans submitted stamped "APPROVED PER DEVELOPMENT AGREEMENT" and dated by City, or marked to indicate the reasons that City does not approve the plans.

7.9.12 If changes are required, Developer shall revise the plans incorporating the changes requested by City and shall within fifty (50) days after City returns the marked up plans to Developer submit to City the revised plans. Within twenty (20) days after City's receipt of properly revised plans, City shall make available to Developer one (1) copy of such revised plans stamped "APPROVED PER DEVELOPMENT AGREEMENT" and dated.

VIII. DEVELOPER'S INITIAL PROJECT CONSTRUCTION

8 Developer's Initial Project Construction. No later than the Completion Date, Developer shall complete construction of the Project in accordance with all requirements of this Agreement, including without limitation those relating to Developer's Improvements, and the following:

8.1 Initial Plans Approved. By entering into this Agreement, City approves for purposes of this Agreement only, the design of the Developer's Improvements comprising the Project to the extent their design is set forth in the Site Plan and other exhibits to this Agreement. For purposes of Developer's initial Project construction, said approval satisfies the requirement under this Agreement that Developer obtain City's approval of plans to the extent of matters shown in the Site Plan and other exhibits. However, Developer must still submit to City and obtain City's approval of matters not shown on the Site Plan and other exhibits, and changes, modifications, refinements and particular implementations of matters that are shown on the Site Plan and other exhibits.

8.2 Project Definition. As of the date of this Agreement, the Project is only in the preliminary design stages. Unless otherwise agreed by the parties, the Project shall meet the requirements shown on the Site Plan attached hereto and shall include the following improvements (individually "Elements"). The Elements shall meet all of the following requirements (which requirements are not intended to be exhaustive of the improvements required to construct the first class New Building and other improvements required by this Agreement):

8.2.1 New Building Design Requirements. Developer's Improvements include the New Building. As of the date of this Agreement, the New Building is only in the preliminary design stages. Unless otherwise agreed to by the parties, the New Building shall at a minimum meet the requirements listed on the Site Plan.

8.2.2 North Parking Lot Design Requirements. Developer's Improvements include the North Parking Lot. As of the date of this Agreement, the North Parking Lot is only in the preliminary design stages. Unless otherwise agreed by the parties, the North Parking Lot shall meet the requirements listed on the Site Plan.

8.2.3 Alley Improvement Design Requirements. Developer's Improvements include the Alley Improvements. As of the date of this Agreement, the Alley Improvements are only in the preliminary design stages. Unless otherwise agreed by the parties, the Alley Improvements shall meet the requirements listed on the Site Plan.

8.2.4 Miscellaneous Improvements Design Requirements. Developer's Improvements include Miscellaneous Improvements. As of the date of this Agreement, the Miscellaneous Improvements are only in the preliminary design stages. Unless otherwise agreed by the parties, the Miscellaneous Improvements shall meet the requirements listed on the Site Plan.

8.3 Project Design and Construction Schedule. Developer shall design and construct the Project according to the following schedule:

8.3.1 Developer shall obtain City's approval of conceptual plans for the entire Project no later than eighteen (18) months prior to the Completion Date.

8.3.2 Developer shall obtain City's approval of preliminary plans for the entire Project no later than sixteen (16) months prior to the Completion Date.

8.3.3 Developer shall obtain City's approval of final plans for the entire Project no later than thirteen (13) months prior to the Completion Date.

8.3.4 Developer shall enter into a construction contract for the entire Project no later than ten (10) months prior to the Completion Date.

8.3.5 Developer shall commence constructing the entire Project no later than nine (9) months prior to the Completion Date.

8.3.6 Developer shall complete the entire Project no later than the Completion Date.

8.4 West Parking Lot. Commencing at the Closing and continuing until the earlier of the Completion Date or actual Project construction completion, Developer and its customers shall have the right to park automobiles upon the West Parcel. Developer shall maintain and leave the West Parcel clean and in good repair. After termination of Developer's rights to park automobiles on the West Parcel, the West Parcel shall be excluded from this Agreement for all purposes except that Developer shall continue to be responsible for all obligations arising prior to such termination and related to Developer's use of the West Parcel as provided in this Agreement. Developer's rights to the West Parcel are subject to and limited by rights and interests third parties may have in the West Parcel, such as rights held by Arts District Group, L.L.C. pursuant to its redevelopment agreement recorded at document No. 2002-0426830 of the public records of Maricopa County, Arizona. This paragraph controls any conflict with paragraph 14 of the South Parcel Deed.

IX. MAINTENANCE

9 Maintenance. Developer shall at all times repair and maintain the Property, including the Alley Improvements and Miscellaneous Improvements, at Developer's sole expense as required by the South Parcel Deed.

X. NONEXCLUSIVE USE AND GRAND OPENING

10 Nonexclusive Use and Grand Opening. Developer's use and occupation of the Property shall in all respects conform to all and each of the following:

10.1 Nonexclusive Uses. Developer understands and agrees that City and other persons within the surrounding vicinity may conduct from time to time business activities in direct competition with Developer. Developer has no exclusive rights to conduct any activity.

10.2 Opening and Leasing Requirements. No later than sixty (60) days after the Completion Date Developer shall accomplish the following:

10.2.1 Developer shall move the main retail bead supply business now operating at the North Parcel to the New Building.

10.2.2 Developer shall open the main retail bead supply business in the New Building.

XI. BREACH BY CITY OR DEVELOPER

11 The following provisions shall govern any failure by either party to comply with the provisions of this Agreement:

11.1 General. A nondefaulting party shall give notice of default to the party in default specifying the default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

11.2 Breach by City. Each and every one of the following events shall be deemed on "Event of Default" and a material breach by City of City's material obligations under this Agreement:

11.2.1 If City shall fail to or neglect to do or perform or observe any provisions contained herein on its part to be kept or performed and such failure or neglect to do or perform or observe any of such other provisions shall continue for a period of thirty (30) days after Developer has notified City in writing of City's default hereunder.

11.2.2 If any warranties or representations of City contained in this Agreement are false and City fails to take action to make such warranty or representation true within thirty days following notice by Developer to City of such falsehood.

11.3 Developer's Remedies. Upon the occurrence of any Event of Default by City or at any time thereafter, Developer may pursue any and all remedies, legal, equitable or otherwise, to which Developer may be entitled. NOTWITHSTANDING the preceding sentence, as a condition of City's willingness to enter into this Agreement, and notwithstanding anything else contained in this Agreement, or contained in any exhibit attached hereto, or any instrument or agreement now or hereafter related hereto, in no event shall City (or any person for whom City may in any event be liable for any reason) be subject to injunctive or other equitable relief (except that Developer shall be entitled to an action for specific performance of City's obligations hereunder) nor liable to Developer or any other person for any incidental, consequential, punitive, exemplary, multiple or similar damages of any kind or nature, all of which Developer hereby unconditionally and irrevocably waives on behalf of itself and all persons claiming through Developer or through this Agreement or under or related to this Agreement.

11.4 Breach by Developer. Each and every one of the following events shall be deemed an "Event of Default" and a material breach by Developer of Developer's material obligations under this Agreement:

11.4.1 If Developer does not commence and diligently pursue to completion required stages of construction of the Project within the times required by this Agreement. The times specified for concluding each stage of required construction have been established far enough in advance and have taken into account the likelihood of construction delays so that no cure period is provided.

11.4.2 If any representation or warranty made by Developer in connection with this Agreement or the negotiations, bids or proposals leading to this Agreement shall prove to have

been false in any material respect when made. Any representations, warranties, promises or performances made by Developer in connection with said bids or proposals are in addition to the requirements of this Agreement.

11.4.3 If Developer shall fail to or neglect to do or perform or observe any other provisions contained herein on its part to be kept or performed and such failure or neglect to do or perform or observe any of such other provisions shall continue for a period of thirty (30) days after City has notified Developer in writing of Developer's default hereunder.

11.5 City's Remedies. Upon the occurrence of any Event of Default by Developer or at any time thereafter, City may, at its option and from time to time, exercise any or all or any combination of the following remedies in any order and repetitively at City's option:

11.5.1 City's right to terminate this Agreement for any Event of Default is hereby specifically provided for and agreed to.

11.5.2 City may pay or perform, for Developer's account and at Developer's expense, any or all payments or performances required hereunder to be paid or performed by Developer.

11.5.3 City may refuse without any liability to Developer therefore to perform any obligation imposed on City by this Agreement.

11.5.4 City may pursue at Developer's expense any and all other remedies, legal, equitable or otherwise, to which City may be entitled.

11.5.5 If an Event of Default occurs prior to Developer's completion of the Project, City may also require Developer to convey the South Parcel to City (the "Conveyance Obligation"). Upon such conveyance City shall make to Developer a one time payment in the amount of the net Purchase Payment received by City, less City's estimated cost of demolition or other work to restore the Property to its prior condition, less any setoffs. The title, physical, environmental, and other conditions of the Property must be in the same conditions that exist as of the date of this Agreement (or better conditions) as reasonably determined by City. City's title to the Property shall have the same priority as this Agreement. Upon City's request from time to time, any person having or claiming an interest in the Property shall execute, acknowledge and record a document in form and substance acceptable to City subordinating such person's interest to this Agreement and to such conveyance to City. In addition, Developer shall cause such persons to execute, acknowledge and record such documents.

11.6 Cross Defaults. Any default or other breach by Developer of any deed or other document executed pursuant to this Agreement, at the end of any applicable cure period provided by such other document, immediately shall be an Event of Default by Developer under this Agreement.

11.7 Late Fees. Should any payment by Developer to City not be paid on or before the date due, a late fee equal to ten percent (10%) of the amount of such payment shall be automatically added to the amount due for such payment, which late fee shall be immediately due and payable. Furthermore, any and all amounts payable by Developer under this Agreement, including late charges, that are not timely paid shall accrue interest at the rate of one and one-half percent (1.5%) per month from the date the amount first came due until paid. The minimum amount of any late fee under this paragraph shall be One Hundred Dollars (\$100.00). Developer

expressly agrees that the foregoing represent a reasonable estimate of City's damages in the event of a delay in payment; and does not constitute a penalty. Acceptance of interest or late fees does not constitute a waiver of any breach. City's rights under this paragraph are in addition to its other rights under this Agreement. This paragraph does not apply to fees or other payments to zoning or building permits or applications.

11.8 Non-waiver. Developer acknowledges Developer's unconditional obligation to comply with this Agreement. No failure by City to demand any performance required of Developer under this Agreement, and no acceptance by City of any imperfect or partial performance under this Agreement, shall excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by City of performances hereunder shall be deemed a compromise or settlement of any claim City may have for additional or further payments or performances. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Developer shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent City from declaring a default for any succeeding breach either of the same condition or covenant or otherwise. No statement, bill or notice by City concerning payments or other performances due hereunder shall excuse Developer from compliance with this Agreement nor estop City (or otherwise impair City's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (including any waiver of this sentence or paragraph) shall be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver. DEVELOPER EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.

11.9 Reimbursement of City's Expenses. Developer shall pay to City upon demand any and all amounts expended or incurred by City in performing Developer's obligations.

11.10 Inspection. City shall have access to the Project for the purpose of examining, inspecting, or showing the Project or exercising City's other rights hereunder. Developer shall promptly undertake appropriate action to rectify any deficiency (identified by City during such inspections or otherwise) in Developer's compliance with this Agreement. This right of access is in addition to access rights for City inspectors or other employees and officers acting within their legal authority.

XII. INDEMNITY AND INSURANCE

12 Indemnity and Insurance. Developer shall insure the Property and its property and activities at and about the Property and shall provide indemnification as follows.

12.1 Indemnity. In addition to all other obligations hereunder, to the full extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Developer and all other persons using, acting, working or claiming through or for Developer or this Agreement shall jointly and severally pay, indemnify, defend and hold harmless City and its agents from and against any and all claims or harm related to the Property and this Agreement. Without limitation, such claims include any and all allegations, demands, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all

attorney fees, court costs, and the cost of appellate proceedings) which may arise in any manner out of any use of the Property or City's property related to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including any injury or damages or cause claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Property or surrounding areas related to this Agreement, including without limitation, claims, liability, harm or damages caused in part by City or its agents or anyone for whose mistakes, errors, omissions or negligence Developer or City may be liable. Developer's obligations under this paragraph shall also cover any environmental, personal injury or other liability relating to City's acquisition or ownership of real property developed by Developer under this Agreement. This indemnity does not apply to claims arising only from the sole negligence of City, or to claims which the law prohibits from being imposed upon Developer.

12.2 Risk of Loss. City is not required to carry any insurance covering or affecting the Property or use of City's property related to this Agreement. Developer assumes the risk of any and all loss, damage or claims to the Property or related to Developer's use of the Property or City's or Developer's property throughout the term hereof.

12.3 Insurance. Without limitation of Developer's insurance obligations hereunder, Developer shall provide such evidence of insurance as City may request from time to time, shall comply with any applicable insurance requirements of City for construction of the Alley Improvements on the Alley Parcel, and shall comply with any other reasonable requests of City regarding insurance.

12.4 West Parcel. Developer's obligation to insure and indemnify with respect to the West Parcel shall terminate sixty (60) days after the last to occur of the following:

12.4.1 Developer's completion of the Project.

12.4.2 Developer's permanent termination of use of the West Parcel.

12.4.3 Resolution in City's favor of any claim or exposure related to Developer's or related uses of the West Parcel.

XIII. COMPLIANCE WITH LAW

13 Compliance with Law. Developer shall conduct only lawful operations and activities at the Property in accordance with all Federal, State, County and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended and shall use and occupy the Property in conformance with all of the same. Developer acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance or favoritism to Developer with regard to), any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Scottsdale or any other governmental body upon or affecting Developer, the Property, or Developer's use of the Property. Developer acknowledges that all of Developer's obligations hereunder are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to Developer. In the case of an ordinance or other law of the City of Scottsdale authorizing a credit, reduction in tax or amount assessed, or any other benefit as a result of performances rendered under this Agreement, Developer expressly repudiates all such benefits with respect to performances rendered under this Agreement. Developer further agrees that this Agreement is not intended to diminish any

performances to the City of Scottsdale that would be required of Developer by law if this Agreement had been made between Developer and a private citizen. City has not relinquished any right of condemnation or eminent domain over the Property. In the event of any condemnation or eminent domain by City involving property interests owned by Developer, Developer shall be entitled to the value of the Property, including any improvements thereon, but such value shall exclude any portion of the value of the Property arising as a result of the existence of this Agreement or rights granted to Developer hereunder. This Agreement is not intended in any way to impair the City of Scottsdale power to enact, apply or enforce any laws or regulations, or exercise any governmental powers, affecting in any way Developer or the Property. Developer promises to comply with all applicable laws. City's rights and remedies hereunder for breach of such promise supplement and are in addition to and do not replace all otherwise existing powers of the City of Scottsdale or any other governmental body. Without limiting in any way the generality of the foregoing, Developer shall comply with all and each of the following:

13.1 Building and Other Permits. Developer shall obtain at its own expense all building or other permits in connection with all construction performed by Developer and shall comply with all zoning, building safety, fire and similar laws and procedures of every description.

XIV. ASSIGNABILITY

14 Assignability. This Agreement is not assignable by Developer (and any assignment shall be void and vest no rights in the purported assignee) prior to completion of the Project unless in strict compliance with the following:

14.1 Assignments Prohibited. Prior to completing the Project, Developer shall not make or suffer to occur any assignment of this Agreement or any rights or interests hereunder without first receiving from City notice of City's consent to the assignment. No consent by City of any assignment shall be required following completion of the Project. References in this Agreement to assignments ("Assignments") by Developer shall be deemed also to apply to all of the following transactions, circumstances and conditions:

14.1.1 Any voluntary or involuntary assignment, conveyance, transfer or lease of any portion of the Property or any interest therein or any rights under this Agreement.

14.1.2 Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, deed of trust, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting the Property (collectively "Liens").

14.1.3 The use, occupation, management, control or operation of the Property or any part thereof by others.

14.1.4 Any transfer of membership interests, corporate stock or any other direct or indirect transfer of any substantial part of the ownership, management, ownership or control of Developer or the Property.

14.1.5 Any assignment by Developer for the benefit of creditors, voluntary or involuntary.

14.1.6 Any bankruptcy or reorganization by Developer.

14.1.7 The occurrence of any of the foregoing by operation of law or otherwise.

14.2 Effect of Assignment. No consent to an Assignment shall be deemed a waiver of the prohibition on other Assignments or any other provision of this Agreement, or the acceptance of the assignee, lessee or occupant as Developer, or a release of Developer from the further performance by Developer of the provisions of this Agreement. The consent by City to an Assignment shall not relieve Developer from obtaining the consent in writing of City to any further Assignment. This Agreement shall run with the land and continue to be a burden upon the Property and every interest therein in favor of City. Following completion of the Project, an assignment by Developer to an assignee assuming in writing Developer's obligations hereunder shall release Developer (but not the Property) from any liability thereafter arising under this Agreement.

14.3 Enforceability after Assignment. No consent by City to any Assignment shall be deemed to expand or modify this Agreement. This Agreement shall control any conflict between this Agreement and the terms of any assignment. This Agreement shall be enforceable personally and in total against Developer and each successor, partial or total, and regardless of the method of succession, to Developer's interest hereunder. Each successor having actual or constructive notice of this Agreement shall be deemed to have agreed to the preceding sentence.

14.4 Grounds for Refusal. No Assignment of this Agreement prior to Developer's completion of the Project is contemplated or bargained for. City has the absolute right for any reason or for no reason in its sole discretion to give or withhold consent to any Assignment prior to Developer's completion of the Project or to impose any conditions upon any Assignment prior to Developer's completion of the Project. Developer shall pay to City the sum of Two Thousand Five Hundred Dollars (\$2,500) as a fee for legal and administrative expenses related to any request for consent.

14.5 Form of Assignment. Any permitted Assignment shall be by agreement in form and content acceptable to City.

14.6 Liens Prohibited. Notwithstanding the prohibition on Liens, Developer is permitted with City's consent (which shall not be unreasonably withheld) to impose a single mortgage or deed of trust (the "Primary Lien") upon Developer's interests in this Agreement and the Property (but not upon the Alley Parcel or the West Parcel or upon any interest held by City in the Property or this Agreement) to secure a loan obtained by Developer to obtain funds for Developer to use to acquire and/or construct the Project. City's consent to any liens on Developer's interests in the Property or this Agreement shall not be required following completion of the Project; any such liens after such time shall be in Developer's sole and absolute discretion.

14.7 Lien Payment. Developer shall pay all Liens as the same become due, and in any event before any action is brought to enforce same. Developer agrees to pay, indemnify, defend and hold City and the Property free and harmless from all liability and against any and all Liens, together with all costs and expenses in connection therewith, including attorney's fees.

14.8 Lien Priorities. In no event shall any Lien (whether arising before, concurrent with, or after the date of this Agreement) cover, affect or have any priority higher than or equal to any of City's rights in the Property or under this Agreement at any time. The preceding sentence also establishes the senior priority of any and all rights and property interests of every description which City may hold at any time pursuant to this Agreement.

14.9 Primary Lien. Any Primary Lien that is subject to City consent is subject to the following provisions:

14.9.1 The Primary Lien shall only secure debt directly funding the acquisition, improvement, furnishing, repair, renovation, outfitting and operation of the Property. The Primary Lien shall not be cross collateralized or cross defaulted with any debt or lien related to property other than the Property.

14.9.2 The holder of the Primary Lien (the "Primary Lienholder") shall promptly give notice to City of the creation of the Primary Lien and any modification, renewal, termination, default or enforcement of the Primary Lien, and any notices to Developer related thereto. Such notices shall be accompanied by true copies of the Primary Lien or other correspondence or instruments pertaining to the notice. Primary Lienholder shall notify City of the address to which notices to Primary Lienholder may be sent.

14.9.3 The Primary Lien shall contain no provisions inconsistent with the provisions of this Agreement. This Agreement shall control any inconsistent terms or provisions in the Primary Lien.

14.9.4 Primary Lienholder shall have a limited right to cure deficiencies in Developer's performance under this Agreement (the "Cure Right") as follows:

14.9.4.1 The Cure Right is that, in the event of an Event of Default:

14.9.4.1.1 City shall not terminate this Agreement without first giving Primary Lienholder notice of the Event of Default; and

14.9.4.1.2 Upon City's giving such notice, Primary Lienholder shall have a limited opportunity to cure the Event of Default as specifically described herein.

14.9.4.2 The Cure Right only applies to Events of Default that are capable of cure by Primary Lienholder within one hundred eighty (180) days after City's notice to Primary Lienholder.

14.9.4.3 If an event or circumstance occurs which will become an Event of Default with the passage of time or giving of notice or both, City may elect to provide Primary Lienholder's notice of the Event of Default prior to, after, or simultaneously with any notice City may give to Developer, and prior to, after, or simultaneously with the expiration of any applicable cure or grace period.

14.9.4.4 Primary Lienholder may elect to exercise the Cure Right by giving City notice (a "Cure Notice") of such election not later than thirty (30) days after City's notice to Primary Lienholder. Primary Lienholder's failure to timely give a Cure Notice shall be Primary Lienholder's rejection and waiver of the Cure Right. The giving of a Cure Notice by Primary Lienholder shall constitute Primary Lienholder's promise to City that Primary Lienholder shall immediately undertake and diligently pursue to completion on Developer's behalf all payments and performances necessary to cure an Event of Default and otherwise cause Developer's performance to comply in all respects with the requirements of this Agreement. Each Cure Notice shall include payment of any and all amounts then payable to City under this Agreement.

14.9.4.5 In the event Primary Lienholder exercises the Cure Right, Primary Lienholder shall immediately commence and thereafter diligently prosecute the cure to completion no later than one hundred eighty (180) days after Primary Lienholder's Cure Notice to City.

14.9.5 The Primary Lien must be held at all times by an FDIC insured financial institution having offices in Maricopa County, Arizona, a pension fund or insurance company authorized to do business in Arizona, the Small Business Administration, institutions offering financing guaranteed by the Small Business Administration, or sophisticated investors qualified under federal securities law to purchase unregistered securities in private placements.

14.9.6 This Agreement's provisions relating to the Primary Lien are for the sole benefit of City and Primary Lienholder, and are not for the benefit of Developer.

14.9.7 Developer shall immediately give notice to City and Primary Lienholder of any notice Developer may receive relating to this Agreement or to the Primary Lien.

14.9.8 Primary Lienholder shall immediately give notice to City and Developer of any notice Developer may receive relating to this Agreement or to the Primary Lien.

14.9.9 The provisions of this Agreement permitting the Primary Lien shall apply to any subsequent refinancing of the Primary Lien so long as the following requirements are satisfied:

14.9.9.1 Any replacement Primary Lien must satisfy all requirements of this Agreement.

14.9.9.2 No new Primary Lien may be created while a Primary Lien exists or is of record.

14.9.9.3 Only one Primary Lien may exist or be of record at a time.

14.9.10 Primary Lienholder shall not become personally liable to perform Developer's obligations hereunder unless and until Primary Lienholder gives a Cure Notice, becomes the owner of all or part of the Property pursuant to judicial or non-judicial foreclosure, assignment or transfer in lieu of foreclosure or otherwise, or takes possession of all or part of the Property. The occurrence or existence of any of the foregoing shall constitute an assumption by Primary Lienholder of Developer's obligations under this Agreement.

14.10 Approved Assignments. Developer shall attach to or incorporate into each assignment described in this paragraph a specific reference to this paragraph. Developer shall attach to all other assignments, a copy of City's notice to Developer of City's consent to the assignment. City hereby consents to the following assignments:

14.10.1 The creation of a Primary Lien which meets all of the requirements of this Agreement.

14.10.2 Developer's complete assignment of all of Developer's rights and interests in the Property and this Agreement to a single assignee who assumes all of Developer's obligations relating thereto, but only after the Project is completed.

14.10.3 Leases and subleases in the ordinary course of Developer's business on commercially reasonable terms.

14.11 Assignment by City. City shall have the right from time to time to assign its interests in this Agreement after the Completion Date. Upon any such assignment, City's liability with regard to this Agreement shall terminate.

XV. MISCELLANEOUS

15 Miscellaneous.

15.1 Survival of Covenants, Warranties and Indemnifications. All covenants, representations, warranties and indemnifications contained in this Agreement shall survive the execution and delivery of this Agreement, the Closing, all conveyances contemplated by this Agreement, and the rescission, cancellation, expiration or termination of this Agreement for any reason.

15.2 Conflicts of Interest. No member, official or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

15.3 Nonliability of City Officials and Employees. No member, official, representative or employee of City shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by City or for any amount which may become due to any party or successor, or with respect to any obligation of City or otherwise under the terms of this Agreement or related to this Agreement.

15.4 Notices. Notices hereunder shall be given in writing personally served upon the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to City: City of Scottsdale
7506 E. Indian School Road
Scottsdale, AZ 85251
Attn: Monique de los Rios-Urban

Copies to: City of Scottsdale
3939 Civic Center Blvd.
Scottsdale, AZ 85251
Attn: City Attorney

and to: Van Wagner & Erhart, L.L.P.
649 North Third Avenue
Phoenix, Arizona 85003
Attn: Jeffrey Erhart, Esq.

If to Developer: World Trade Investments, Inc.
3625 North Marshall Way
Scottsdale, Arizona 85251

Copies to: Burch & Cracchiolo, P.A.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014
Attn: Amy Howland, Esq.

Copies to: Holder of Primary Lien only if specifically required by this Agreement.

or to such other street address within Maricopa County, Arizona as the respective parties may designate in writing from time to time. Notices to Developer may also be hand delivered to the Property. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

15.5 Time of Essence. Time is of the essence of each and every provision of this Agreement.

15.6 Institution of Legal Actions. In addition to any other rights or remedies, any party may institute legal action to cure, correct or remedy any default or to obtain any other remedy consistent with this Agreement. Such legal actions may be instituted in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. Any claim by Developer shall be barred if not commenced and prosecuted in compliance with time periods and other requirements of City's claims procedures from time to time.

15.7 Integration. This Agreement (including the Exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, discussion outlines, correspondence and memoranda or representation regarding the Project.

15.8 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement shall be construed according to its plain meaning and neither for nor against any party hereto.

15.9 Funding. This subparagraph shall control notwithstanding any provision of this Agreement or any exhibit or other agreement or document related hereto. In the event funds necessary for this Agreement are not appropriated by the Scottsdale City Council, City may terminate this Agreement, by notice to Developer. City shall use best efforts to give notice of termination to Developer at least thirty (30) days prior to the end of City's then current fiscal period and will pay all amounts payable through the end of such period. Termination in accordance with this provision shall not constitute a breach of this Agreement by City. No person will be entitled to any compensation from City if this Agreement is terminated pursuant to the terms of this subsection.

15.10 Developer Payments Cumulative. All amounts payable by Developer hereunder or under any tax, assessment or other existing or future ordinance or other law of City of Scottsdale or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

15.11 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

15.12 No Third Party Beneficiaries. Except for the limited provisions expressly stated to be for the benefit of a Primary Lienholder or Nearby Owners, no person or entity shall be a third party beneficiary to this Agreement. City shall have no liability to third parties for any approval of

plans, Developer's construction of improvements, Developer's negligence, Developer's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Developer), or otherwise as a result of the existence of this Agreement.

15.13 Exhibits. All exhibits attached hereto are incorporated into and made an integral part of this Agreement for all purposes by this reference.

15.14 Attorneys' Fees. In the event any action or suit or proceeding is brought by City or Developer to enforce compliance with this Agreement or for either party's failure to observe any of the covenants of this Agreement or to vindicate or exercise any of a party's rights or remedies hereunder, the prevailing party shall be entitled to recover from the other party all costs of such action or suit and all expenses of such action or suit together with such sum as the court may adjudge reasonable as attorneys' fees to be allowed in said suit, action or proceeding.

15.15 Further Assurances. Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, confirm or carry out the agreement contained herein.

15.16 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. Proper venue for any action regarding this Agreement shall be Maricopa County.

15.17 Approvals and Inspections. All approvals, reviews and inspections by City under this Agreement or otherwise are for City's sole benefit and not for Developer's benefit.

15.18 Statutory Cancellation Right. In addition to its other rights hereunder, City shall have the rights specified in A.R.S. Sec. 38-511.

EXECUTED as of the date first given above.

Developer: **WORLD TRADE INVESTMENTS, INC.,**
an Arizona corporation

By: 
Michael Andrew Charvoz, President

City: **CITY OF SCOTTSDALE,** an Arizona
municipal corporation

By: _____
Mary Manross, Mayor

ATTEST:

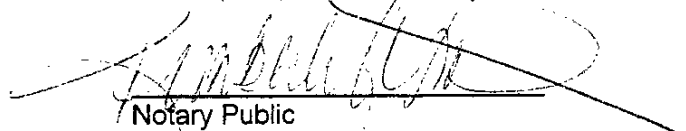
Sonia Robertson, City Clerk

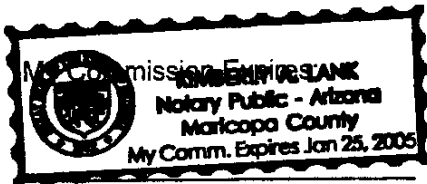
APPROVED AS TO FORM:


David A. Pennartz, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 5th day of December 2002, by Michael Andrew Charvoz, the President of World Trade Investments, Inc., an Arizona corporation.


Notary Public



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Mary Manross, Mayor of the City of Scottsdale, an Arizona municipal corporation.

Notary Public

My Commission Expires:

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Paragraph</u>	<u>Description</u>
"A"	C	Map showing the Property.
"B"	D	Legal description for North Parcel.
"C"	D	Legal description for South Parcel.
"D"	D	Legal description for Alley Parcel.
"E"	D	Legal description for West Parcel.
"F"	F	Site Plan.
"G"	2.3.1	List of zoning approvals.
"H"	4.2.1.2	Form of special warranty deed for South Parcel.
"I"	4.2.2.2	Form of special warranty deed for Alley Parcel.

BOUNDARIES OF BEAD SUPPLY INC. DEVELOPMENT PROJECT

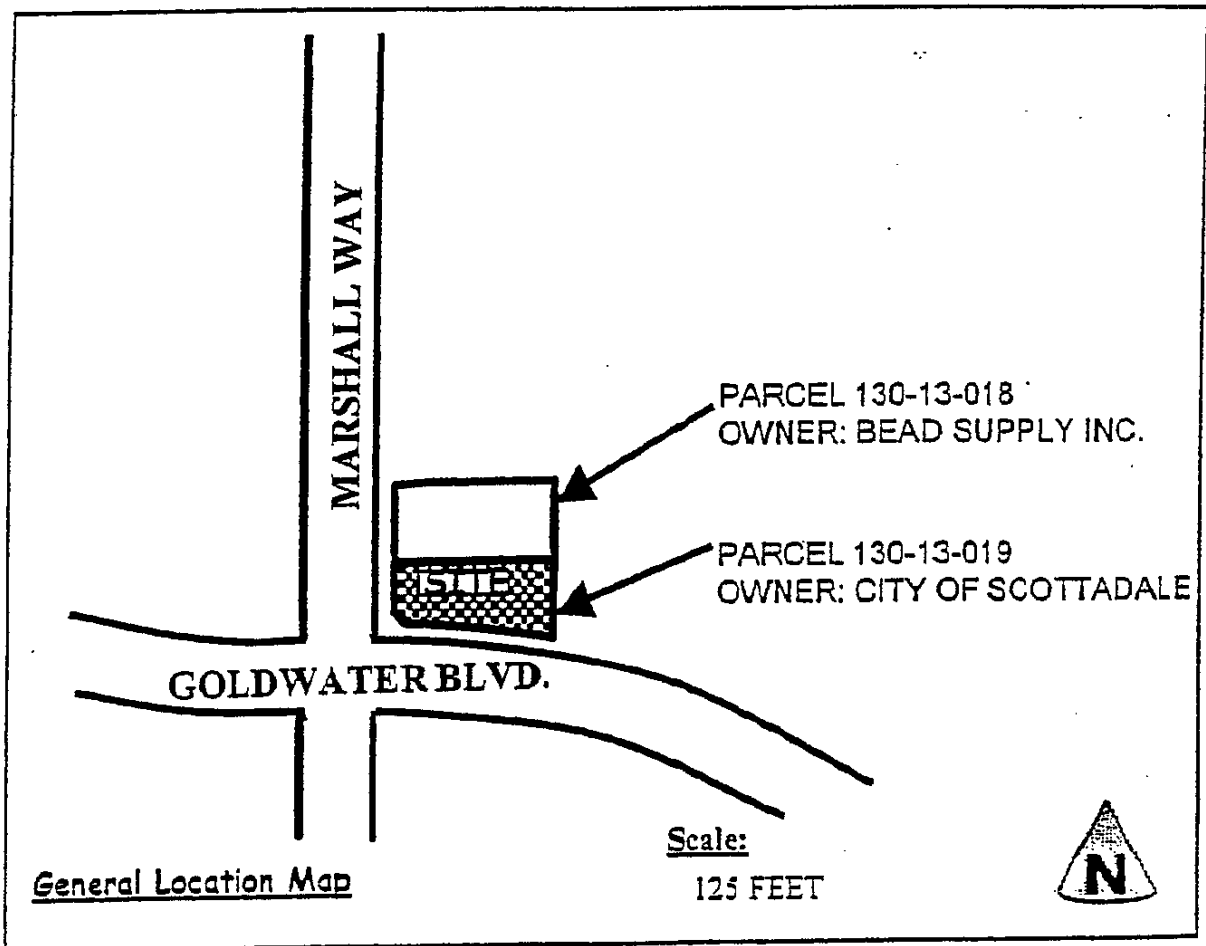


EXHIBIT A

Legal Description of North Parcel

Lot 9 and the South half of Lot 8, Block 1, MATLOCK PLACE, according to Book 32 of Maps, page 50, records of Maricopa County, Arizona.

EXHIBIT B

LEGAL DESCRIPTION FOR
PARCEL 130-13-019
CITY OF SCOTTSDALE, ARIZONA

That portion of Lots 10 and 11 of Block 1, Matlock Place, according to Book 32 of Maps, page 50, records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the West line of said lot 10 that lies North 00 degrees 10 minutes 54 seconds East 120.32 feet from the Southwest corner of Lot 12 of said Matlock Place; thence North 00 degrees 10 minutes 54 seconds East 29.68 feet, more or less, to the Northwest corner of said Lot 10; thence North 89 degrees 14 minutes 51 seconds East along the North line of said Lot 10, 128.33 feet to the Northeast corner of said Lot 10; thence South 00 degrees 14 minutes 46 seconds West along the East line of said Lot 10, a distance of 61.38 feet to a point on a non-tangent curve concave to the Southwest, the center of which lies South 09 degrees 47 minutes 48 seconds West 650.00 feet; thence departing said East line northwesterly along said curve through a central angle of 07 degrees 25 minutes 30 seconds for a distance of 84.23 feet; thence North 87 degrees 37 minutes 42 seconds West 25.36 feet to the beginning of a curve concave to the Northeast, the center of which lies North 02 degrees 22 minutes 18 seconds East 20.00 feet; thence northwesterly along last said curve through a central angle of 87 degrees 48 minutes 35 seconds for a distance of 30.65 feet to a point of cusp on said West line and the POINT OF BEGINNING.

Containing 6,806 square feet or 0.156 acres, more or less.

EXHIBIT C

LEGAL DESCRIPTION FOR PARCEL 130-13-019
CITY OF SCOTTSDALE, ARIZONA

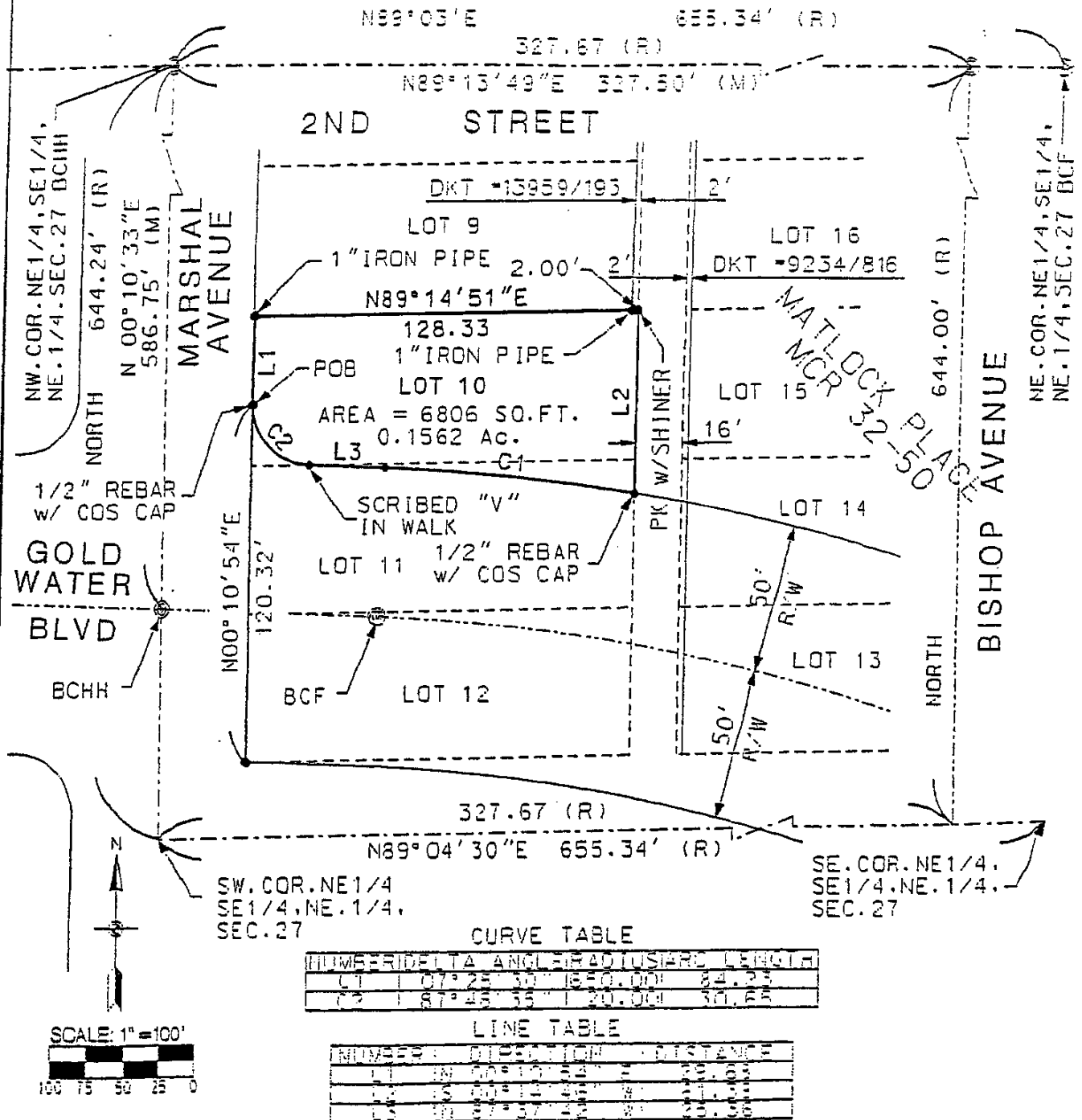


EXHIBIT C cont.

CITY OF SCOTTSDALE
INSPECTION SERVICES DEPARTMENT
LAND SURVEY GROUP

PROJECT # 01040

SURVEYED BY FWN

DRAWN BY S/O1 DATE

SHEET 1 OF 1

Legal Description of Alley Parcel

That portion of the alley dedicated on the subdivision plat called MATLOCK PLACE, according to Book 32 of Maps, page 50, records of Maricopa County, Arizona abutting to and directly to the East of the following described property:

Lot 9 and the South half of Lot 8, Block 1, MATLOCK PLACE, according to Book 32 of Maps, page 50, records of Maricopa County, Arizona.

EXHIBIT D

WEST PARCEL

That portion of the City owned land (excluding rights-of-way) currently improved as a parking lot at the northwest corner of Goldwater Boulevard and Marshall Way lying south of Loloma School and within One Hundred (100) feet of the center line of Marshall Way.

Site Plan - page 1 of 2

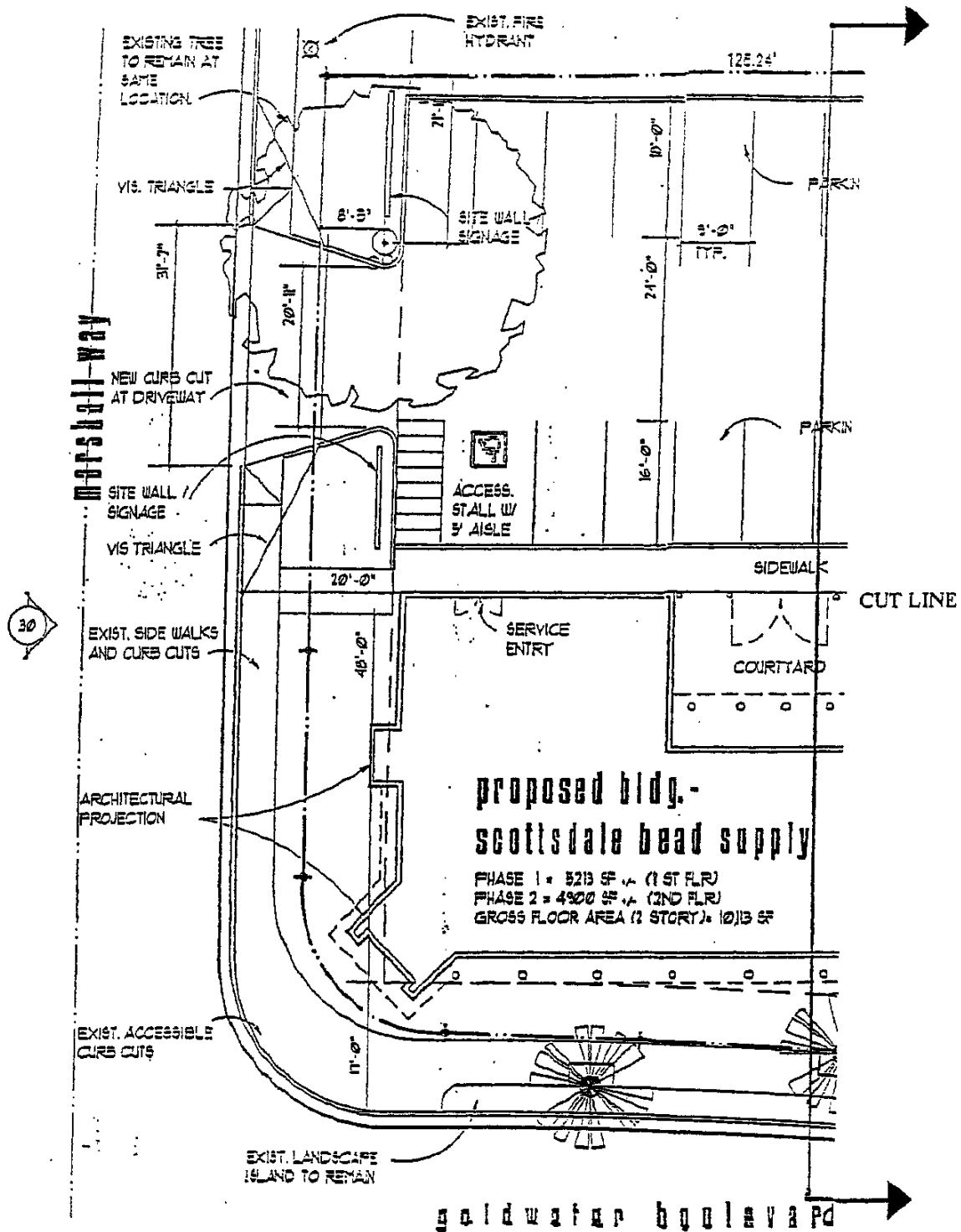


EXHIBIT F

Site Plan – page 2 of 2

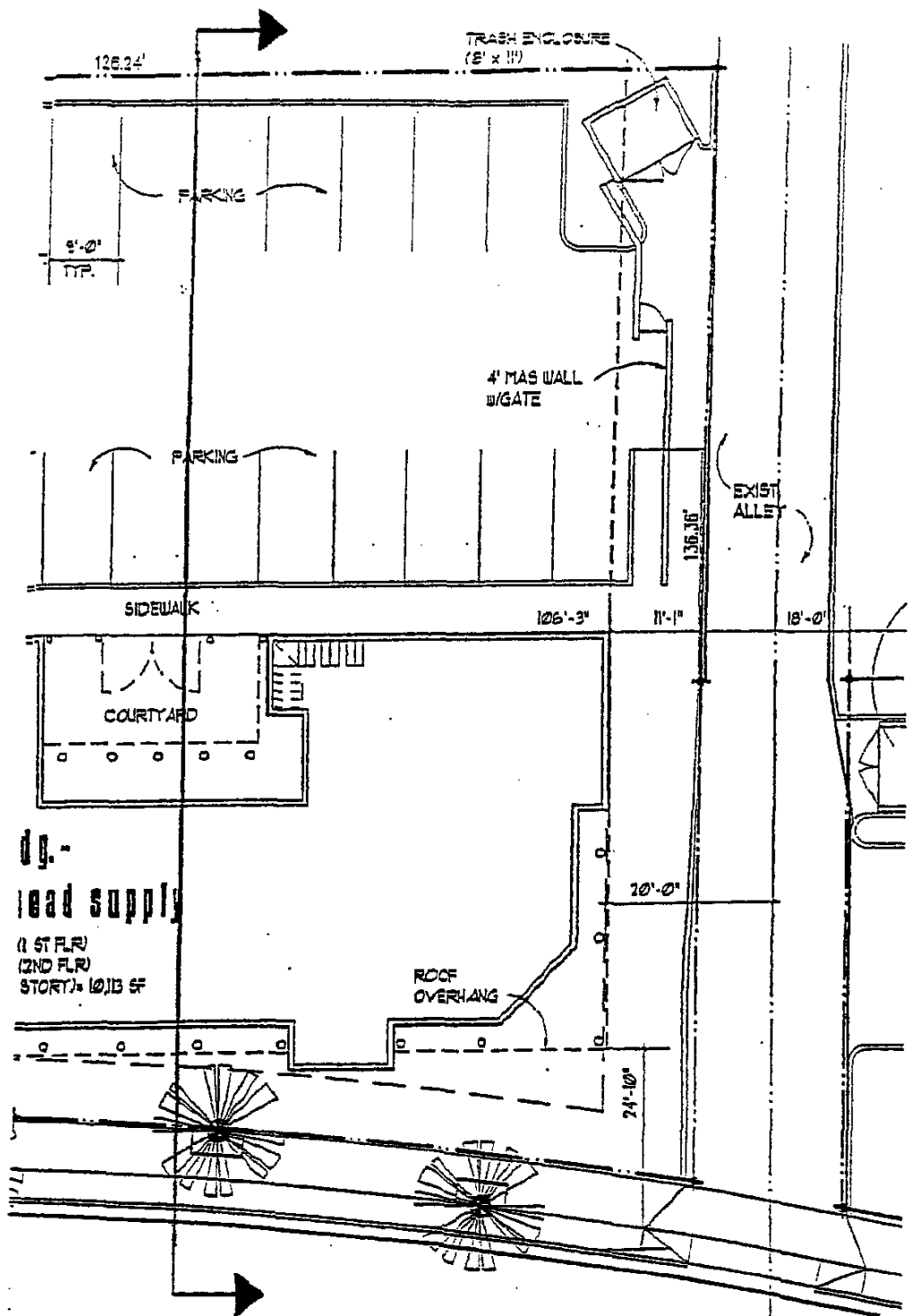


EXHIBIT F cont.

Zoning List

1. Rezoning to a zoning district that allows construction and operation of the Project in the manner required by this Agreement.

WHEN RECORDED RETURN TO:
Lila Madden (Monique de los Rios-Urban)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

SPECIAL WARRANTY DEED

City of Scottsdale, an Arizona municipal corporation ("Grantor") hereby conveys to World Trade Investments, Inc., an Arizona corporation ("Grantee") the real property (the "Property") located in Maricopa County, Arizona and more particularly described on Attachment "A" attached hereto together with all water rights appurtenant to such real property.

Grantor reserves unto (and for the benefit of) itself and its successors and assigns the following:

1. Easements for all sewers, storm drains and other utilities as may exist upon the Property.
2. All public easements and right-of-way as may have been created upon the Property in the past, excepting only those which may have been formally abandoned by written instrument executed by Grantee.

Grantor and Grantee hereby agree that the following covenants, conditions, restrictions and easements (collectively, "Restrictions") shall apply to the Property and to that certain real property ("Grantee Property") owned by Grantee more particularly described on Exhibit B attached hereto:

1. The Property and the Grantee Property (collectively, the "Burdened Property") shall be used only for commercial sale at retail to the public, except that

1.1 The building may, if permitted under all applicable zoning and other laws, be used for commercial office use and residential use.

1.2 Mail order and wholesale trade is permitted so long as there is also a corresponding jointly operated retail sales operation open to the public.

2. No drive-through transaction or other business transaction conducted between a person in or upon an automobile or other wheeled vehicle shall occur at or from the Burdened Property.

3. No food shall be sold at the Burdened Property for immediate consumption off of the Burdened Property.

4. No alcohol shall be sold at the Burdened Property except that alcohol may be sold to (a) patrons for on-premises consumption by a bona fide restaurant provided such sales do not constitute a majority of the gross receipts of such restaurant in any calendar month and (b) patrons of a bona fide art gallery provided such sales do not constitute more than ten percent of the gross receipts of such art gallery in any calendar month; in no event shall any bars, taverns, liquor stores

22992_14.DOC

Exhibit "H"

or similar establishments whose primary source of gross income is the sale of alcoholic beverages be permitted on the Property.

5. No topless, bottomless or any other type of adult entertainment is permitted at the Burdened Property, except that the foregoing shall not prohibit bona fide artistic activities within an art gallery.

6. Public nudity and other forms of "adult entertainment" are prohibited on the Burdened Property, except that the foregoing shall not prohibit bona fide artistic activities within an art gallery.

7. No gambling activities of any sort whatsoever are permitted on the Burdened Property. The preceding sentence does not prohibit the sale of raffle tickets for charity.

8. No parking, standing, storage, dumping, loading, unloading or other similar activity (other than garbage pickup) is permitted upon the alley between the Property and the Grantee's Property or upon adjacent streets or lands.

9. Except for infrequent special events, such as gallery exhibit openings, no live music or other live entertainment is permitted at the Burdened Property.

10. Except for infrequent special events, such as gallery exhibit openings, outdoor music speakers are prohibited on the Burdened Property. Sound and other equipment shall be operated so that sound coming therefrom does not exceed the ambient noise level at the boundary of the Burdened Property and cannot be heard one hundred feet (100') outside the boundary of the Burdened Property.

11. Unless approved by Grantor in writing in advance from time to time, all uses other than parking are confined to the interior of the buildings on the Burdened Property.

12. Exterior lighting on the Burdened Property shall be shielded and otherwise configured to minimize spillover outside the specific lighted area.

13. Grantor and Grantee have foremost in mind providing the public with a family atmosphere devoid of any act by any person contrary to the highest standards of community sensitivity, and avoiding any substance or appearance of any noisy, unruly, inebriated, disruptive, disorderly, lewd, nude, partially nude, gambling, adult oriented, unwholesome or sexually oriented behavior, business, entertainment, or other activity of any description or to any degree at the Burdened Property, provided, however that Grantor and Grantee acknowledge that nudity may be involved in bona fide artistic expression within an art gallery on the Burdened Property (the "Artistic Exception"). Any such behavior, business or activity at the Property by Grantee, any customer of Grantee or anyone else using any part of the Burdened Property, other than behavior, business or activity within the Artistic Exception, is strictly prohibited. The Restrictions in this paragraph are for the benefit of Grantor and for the benefit of all real property located within two hundred (200) feet of the Burdened Property, the owners of which real property and their successors and assigns (collectively, the "Nearby Owners") are third party beneficiaries of such Restrictions in this paragraph.

14. All parking for any building on the Burdened Property must be self-contained on the Burdened Property.

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Exhibit "H"

15. Grantee shall at all times repair and maintain the Burdened Property at Developer's sole expense in a first-class, sound, clean and attractive manner, as determined in Grantor's reasonable discretion. Grantee shall maintain the alley adjacent to the Burdened Property to the extent required by law.

Grantee specifically acknowledges that the foregoing Restrictions are independent of and in addition to any zoning or other governmental regulation affecting the Property. The foregoing covenants Restrictions are perpetual covenants running with the land against Grantee and all future owners of the Burdened Property as a burden on the Burdened Property. Except as expressly stated, the Restrictions are for the sole and exclusive benefit of Grantor. Each provision of the Restrictions shall be applicable to Developer's successors.

This deed is subject to all matters of record and all matters which would be disclosed by an inspection or accurate survey of the Property.

Grantor warrants title only against the acts of Grantor and no other.

The interests reserved by Grantor and/or the Restrictions shall not be terminated by the doctrine of merger.

In witness whereof, this instrument is made this ____ day of _____, 20__.

GRANTOR:
City of Scottsdale, a municipal corporation

By: _____
Mary Manross, Mayor

STATE OF ARIZONA)
) ss:
County of Maricopa)

Acknowledged before me this ____ day of _____, 20__, by Mary Manross, Mayor of the City of Scottsdale, a municipal corporation, for and on behalf of the municipal corporation.

Notary Public

My Commission Expires:

Accepted and agreed to by Grantee:

World Trade Investments, Inc.,
an Arizona corporation

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, the _____ of World Trade Investments, Inc., an
Arizona corporation.

Notary Public

My Commission Expires:

LEGAL DESCRIPTION FOR
PARCEL 130-13-019
CITY OF SCOTTSDALE, ARIZONA

That portion of Lots 10 and 11 of Block 1, Matlock Place, according to Book 32 of Maps, page 50, records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the West line of said lot 10 that lies North 00 degrees 10 minutes 54 seconds East 120.32 feet from the Southwest corner of Lot 12 of said Matlock Place; thence North 00 degrees 10 minutes 54 seconds East 29.68 feet, more or less, to the Northwest corner of said Lot 10; thence North 89 degrees 14 minutes 51 seconds East along the North line of said Lot 10, 128.33 feet to the Northeast corner of said Lot 10; thence South 00 degrees 14 minutes 46 seconds West along the East line of said Lot 10, a distance of 61.38 feet to a point on a non-tangent curve concave to the Southwest, the center of which lies South 09 degrees 47 minutes 48 seconds West 650.00 feet; thence departing said East line northwesterly along said curve through a central angle of 07 degrees 25 minutes 30 seconds for a distance of 84.23 feet; thence North 87 degrees 37 minutes 42 seconds West 25.36 feet to the beginning of a curve concave to the Northeast, the center of which lies North 02 degrees 22 minutes 18 seconds East 20.00 feet; thence northwesterly along last said curve through a central angle of 87 degrees 48 minutes 35 seconds for a distance of 30.65 feet to a point of cusp on said West line and the POINT OF BEGINNING.

Containing 6,806 square feet or 0.156 acres, more or less.

WHEN RECORDED RETURN TO:
Lila Madden (Monique de los Rios-Urban)
ONE STOP SHOP RECORDS
City of Scottsdale
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

SPECIAL WARRANTY DEED

World Trade Investments, Inc., an Arizona corporation ("Grantor") hereby conveys to City of Scottsdale, an Arizona municipal corporation ("Grantee") the real property (the "Property") located in Maricopa County, Arizona and more particularly described on Schedule "A" attached hereto together with all water rights appurtenant to such real property.

This deed is subject to all matters of record and all matters which would be disclosed by an inspection or accurate survey of the Property.

Grantor warrants title only against the acts of Grantor and no other.

In witness whereof, this instrument is made this ____ day of _____, 20__.

GRANTOR:
World Trade Investments, Inc.
an Arizona corporation

By: _____

Its: _____

STATE OF ARIZONA)
) ss:
County of Maricopa)

Acknowledged before me this ____ day of _____, 20__, by
_____, the _____ of World Trade Investments, Inc., an Arizona
corporation, for and on behalf of the corporation.

Notary Public

My Commission Expires:

22992_14.DOC

Exhibit "I"

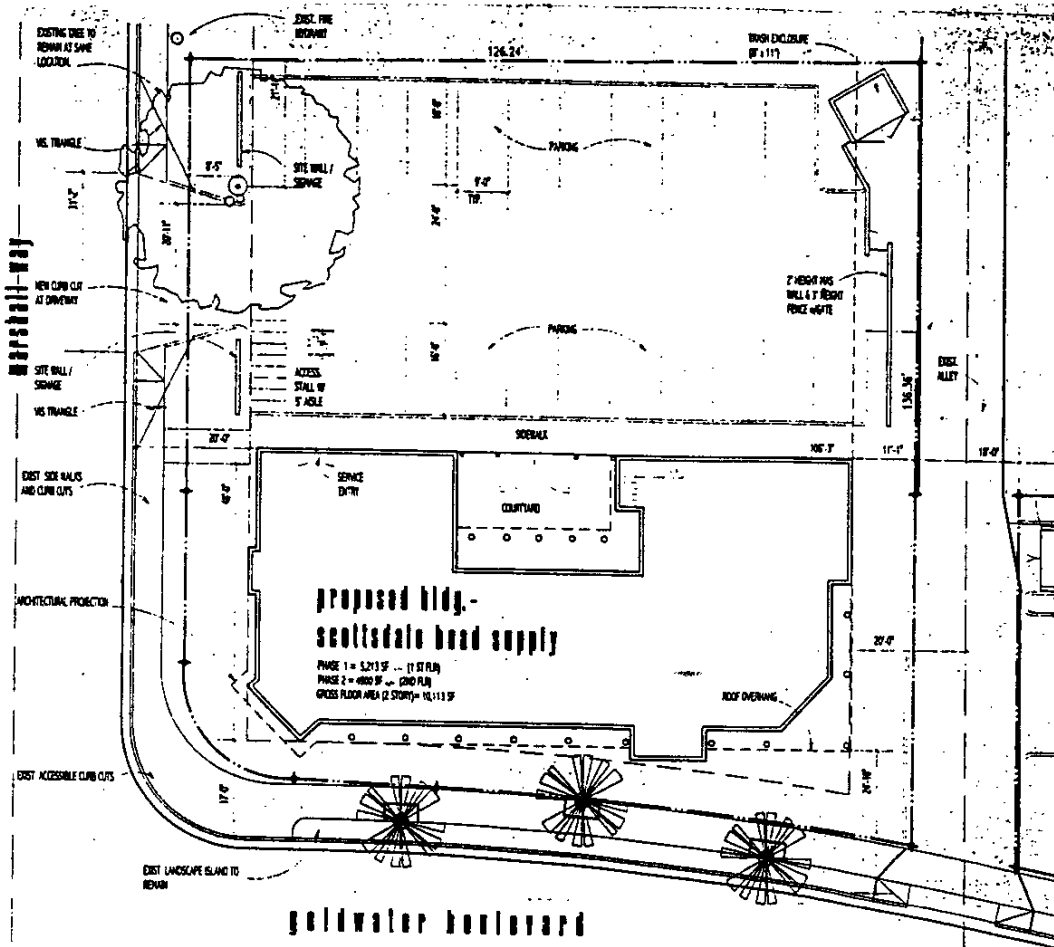
Legal Description of Alley Parcel

That portion of the alley dedicated on the subdivision plat called MATLOCK PLACE, according to Book 32 of Maps, page 50, records of Maricopa County, Arizona abutting to and directly to the East of the following described property:

Lot 9 and the South half of Lot 8, Block 1, MATLOCK PLACE, according to Book 32 of Maps, page 50, records of Maricopa County, Arizona.

Schedule "A"

I- 2



zoning case # 40 - PA - 2000

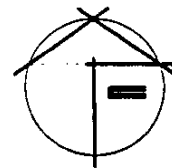
scottsdale head supply

project description

A NEW BUILDING TO INCLUDE RETAIL SPACE FOR THE SCOTTSDALE HEAD SUPPLY AND FUTURE TENANT SPACE ON THE SECOND FLOOR.

project information

PROJECT NAME	SCOTTSDALE HEAD SUPPLY
PROJECT ADDRESS	NE CORNER OF MARSHALL WAY AND GOLDWATER BLVD SCOTTSDALE, AZ
EXISTING ZONING	C1.1-C2
PROPOSED ZONING	D1-DC2
SITE AREA	16,262 SF - 0.37 AC
NET AREA	
GROSS AREA	29,627 SF - 0.68 AC
PARKING REQUIRED	19 SPACES + (OFFICE/WAREHOUSE/RETAIL) 1 SPACES + (11) RESIDENTIAL UNITS 28 RETAIL SPACES
PARKING PROVIDED	22 SPACES



CHARTER
scottsdale head supply
northeast corner of marshall way and goldwater blvd.

10 SEP 2001

14-ZN-2000
4-24-2002

ATTACHMENT #13

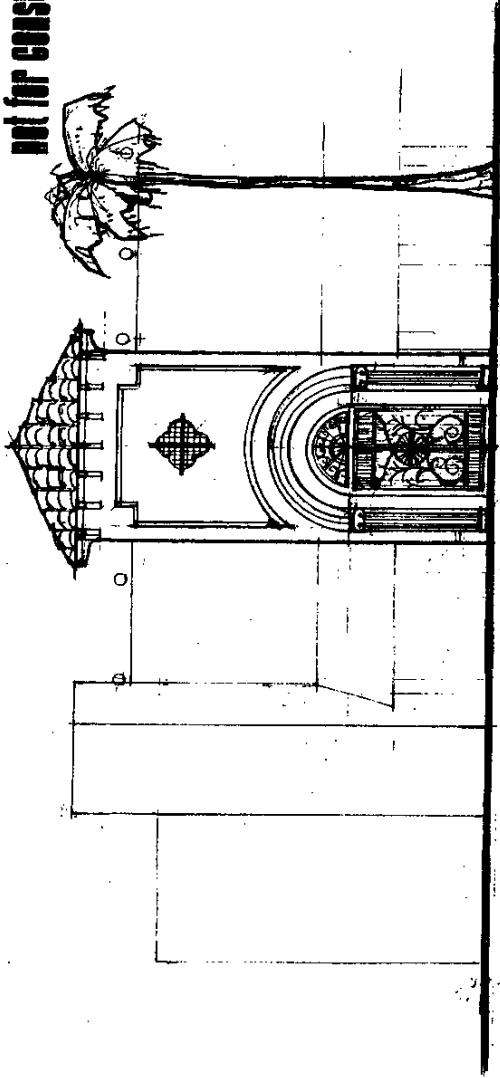
architectural site plan

A01

1/8" = 1'-0"

primary

not for construction



23'-0"

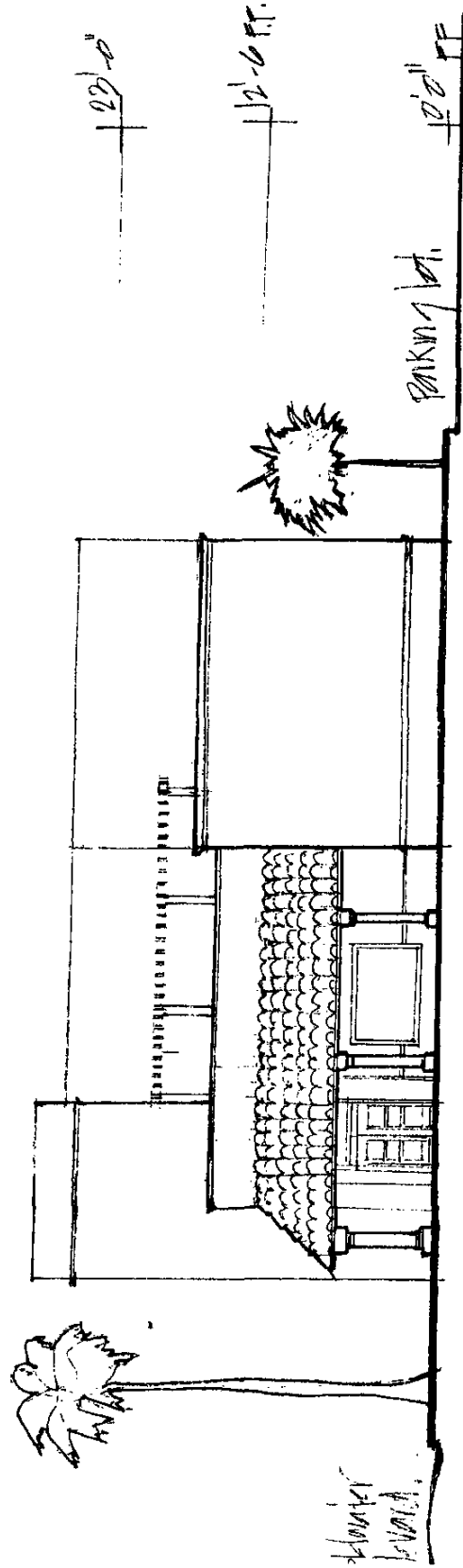
12'-6" f.f.

0'-0" f.f.

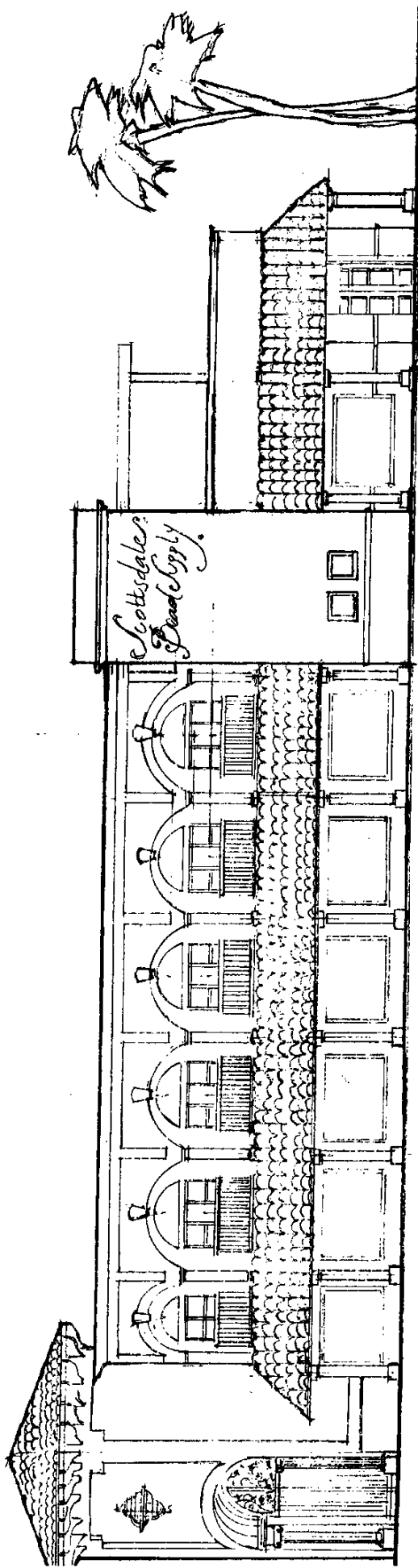
ower elevation - detail

SCALE 1/8"

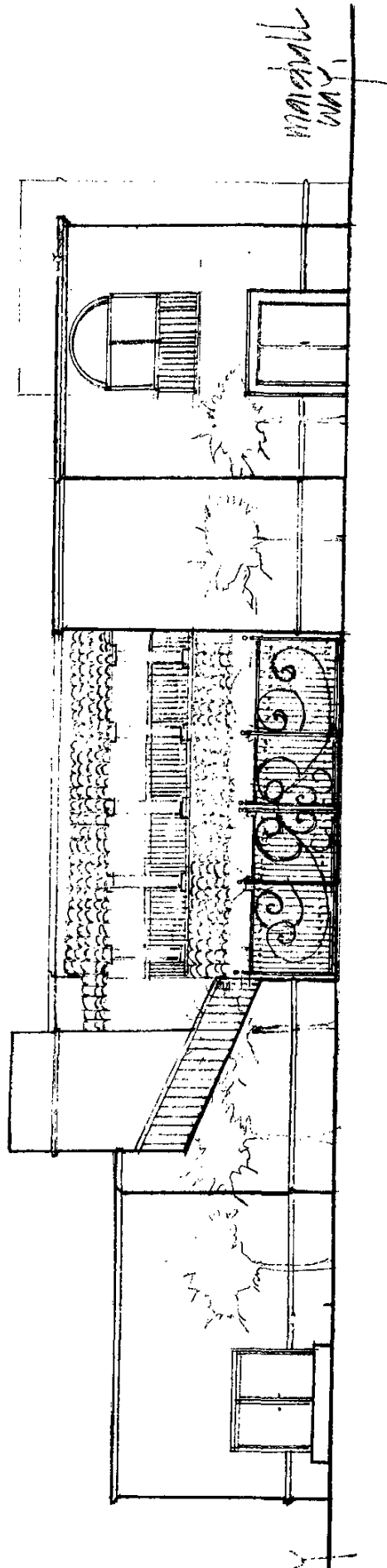
NOT: THE NEW YORK CITY DEPARTMENT OF BUILDINGS HAS REVIEWED THIS ARCHITECTURAL ELEVATION AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF NEW YORK BUILDING DEPARTMENT REGULATIONS. THE CITY OF NEW YORK BUILDING DEPARTMENT HAS REVIEWED THIS ARCHITECTURAL ELEVATION AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF NEW YORK BUILDING DEPARTMENT REGULATIONS. THE CITY OF NEW YORK BUILDING DEPARTMENT HAS REVIEWED THIS ARCHITECTURAL ELEVATION AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF NEW YORK BUILDING DEPARTMENT REGULATIONS.



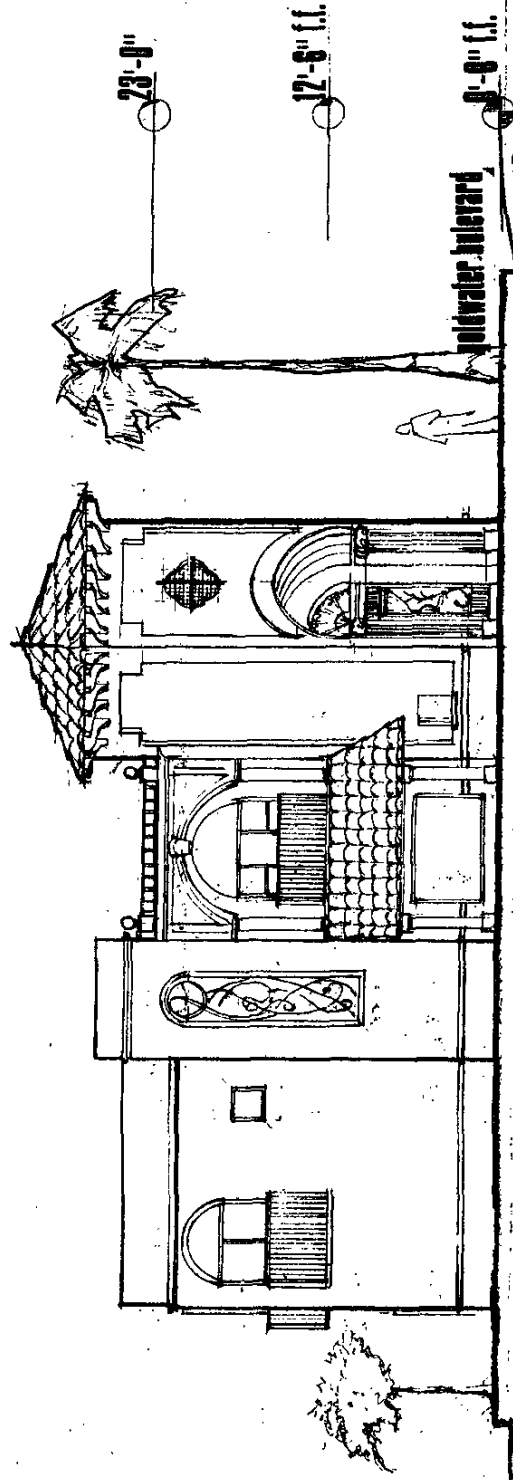
alley elevation - east



goldwater boulevard elevation



alley elevation - south



marshall way elevation - west

SCALE 1/8"

CITY COUNCIL REPORT



MEETING DATE: 03/03/2003

ITEM NO. 4

GOAL: Preservation Character

SUBJECT

Land acquisition for the McDowell Sonoran Preserve

REQUEST

Adopt Resolution No. 6257 authorizing purchase in the amount of \$190,100 for the 5.003-acre Parcel No. 216-59-005H, located at 30115 N. 128th Street, for the McDowell Sonoran Preserve.

The purpose of the Preserve is to maintain the environmental character of the land, to protect scenic views, to preserve habitat for wildlife, and to provide opportunities for appropriate public access and passive recreation use. The acquisition of this 5.003-acre parcel, located in the voter-approved Recommended Study Boundary (RSB) for the Preserve, furthers numerous goals of the Preserve given its habitat, recreation, scenic and strategic value.

Related Policies, References: The parcel is within the expanded Recommended Study Boundary approved in August 1998, by City Council and in November 1998, by voters. The acquisition of this land supports City Council Broad Goal B: Preserve the Character and Environment of Scottsdale, and two sub-goals under Goal B: Complete the acquisition of lands within the adopted Preserve boundaries; and Protect natural resources, open spaces and views.

The McDowell Sonoran Preserve Commission strongly supports the preservation of all land within the voter approved Recommended Study Boundary. The goal is to acquire sufficient land to create a large un-fragmented habitat area and a wildlife/habitat corridor and a recreation corridor between the McDowell Mountains and County Regional Park with the natural desert open spaces to the north in Scottsdale and in the Tonto National Forest.

The McDowell Sonoran Preserve is supported by five public votes. Tax collections through December 2002 - \$100.5 million. **Preserve acquisition expenditures** - \$246.6 million. **Bonds issued** - \$232 million (\$134.6 million in General Obligation bonds). **Remaining private land** to consider for acquisition- 50 acres. Existing Preserve tax sufficient to pay for acquisition of this parcel.

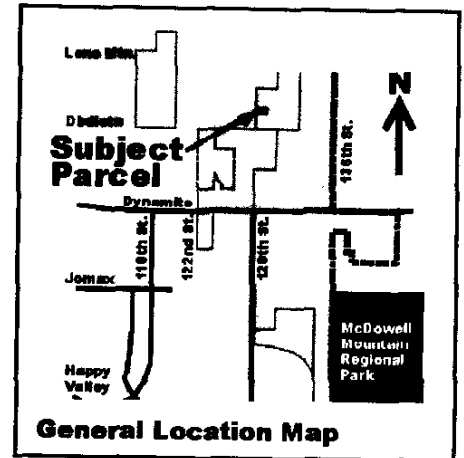
BACKGROUND

The Desert Preservation Task Force and the McDowell Sonoran Preserve Commission identified this parcel and others in the surrounding area as integral to creating a large un-fragmented habitat area and a natural corridor/linkage among the McDowell Mountains, McDowell Mountain Regional Park, Tonto National Forest and planned Preserve land north of Dynamite Boulevard. The McDowell Sonoran Preserve currently consists of 10,841 acres of City-owned land.

This parcel is in the Recommended Study Boundary (RSB) for the McDowell Sonoran Preserve. It consists of 5.003 acres. The parcel is located at the southeast corner of the 128th Street and East Windstone Trail alignments. It is within the large un-fragmented area north of Dynamite Boulevard (shown on Attachment 1. Location Map). The owners of the parcel are Frank and Ruby Roxas.

Location:

Parcel No. 216-59-005H at
30115 N. 128th Street



Acquisition of this land furthers numerous goals of the Preserve given its habitat, recreation value, scenic beauty and strategic location. The parcel has: 1. Habitat value given its location in a large un-fragmented area north of Dynamite Boulevard and within the corridor connecting natural open spaces in the south to existing and planned natural open spaces to the north, 2. Recreation value because it facilitates the creation of trail connections among the various natural open space areas, 3. Scenic value because of the lush natural desert vegetation it possesses, and 4. Strategic significance given its proximity to the State Trust land recently reclassified as suitable for conservation by the State under the Arizona Preserve Initiative.

Twenty-six appraisals by four different independent appraisers have been performed in the mile and a half area where this parcel is located. An additional forty appraisals and review appraisals were performed in an adjacent area over the past year. The City Council has approved 32 acquisitions in the vicinity of this proposed acquisition. An appraisal and a review appraisal on the parcel were completed for the city by independent appraisers on the city's list of approved appraisers (appraisal and review appraisal are in the City Clerk's Office).

**ANALYSIS &
ASSESSMENT**

The approval of Resolution No. 6257 will enable staff to expend \$190,100 plus closing costs from the McDowell Sonoran Preserve privilege tax fund. This fund was created to accumulate revenues from the .2% transaction privilege tax for the acquisition of land for the McDowell Sonoran Preserve.

The appraiser concluded a value of \$35,000 per acre- date of valuation March 2002. The review appraiser concluded this value was 3 to 8 percent low- date of review May 2002. A value of \$38,000 per acre was concluded for the parcel after reviewing the comments/justifications of both appraisers, after reviewing the appraisals for nearby parcels and after a site visit. The adjacent parcels located

north, northeast, east, southeast and south were valued at \$39,000/acre, \$41,000/acre, \$38,000/acre, \$39,000/acre, and \$36,500/acre respectively. All have been acquired for the Preserve except the parcel to the east. State Trust land is located to the west.

Significant issues to be addressed. None.

Community involvement. Scottsdale citizens initiated the preservation of Scottsdale's McDowell Mountains and Sonoran Desert in 1990. The City Council, following a review of recommendations from the McDowell Sonoran Preserve Commission, identified land within an approximately 36,400-acre Recommended Study Boundary for inclusion in the McDowell Sonoran Preserve. Two citizen task forces, the McDowell Mountains and the Desert Preservation, have been involved in identifying land for inclusion in the Recommended Study Boundary and in identifying implementation strategies. The McDowell Sonoran Preserve Commission used the work of both task forces as a foundation for the formulation of specific implementation recommendations to the City Council.

The McDowell Sonoran Preserve is supported by five public votes. The City Council and voters have approved the specific boundary in which all acquisitions are made. The Desert Preservation Task Force and the McDowell Sonoran Preserve Commission identified this parcel and others in the surrounding area as integral to creating a large un-fragmented habitat area and a wildlife and recreation corridor between the McDowell Mountains and County Regional Park with the portion of the planned Preserve north of Dynamite Boulevard, and the Tonto National Forest. This area was also identified as prime habitat. The McDowell Sonoran Preserve Commission strongly supports the preservation of all land within the voter approved Recommended Study Boundary. Scottsdale residents have indicated a strong desire to maintain the Preserve for the enjoyment of this and future generations.

RESOURCE IMPACTS

The approval of Resolution No. 6257 will enable staff to expend \$190,100 plus closing costs from the McDowell Sonoran Preserve privilege tax fund. This fund was created to accumulate revenues from the .2% transaction privilege tax for the acquisition of land for the McDowell Sonoran Preserve.

Available funding. Funds are available from the existing Preserve tax to pay for acquisition of this parcel. Resolution No. 6131 enables the City to be reimbursed for funds advanced for the acquisition of this parcel, as described by U.S. Treasury Regulation Section 1.150-2, with the intent that the City will reimburse the acquisition expenditure from subsequent bond proceeds.

Staffing, workload impact. None.

Maintenance requirements. The addition of 5.003 acres of land to the Preserve increases the amount of land the city is responsible for managing. Minimal management is required for land in the Preserve that is to remain in a natural state, is not in a planned access area, and does not have a trail planned to cross it.

Future budget implications. No specific expenditures or capital improvements are currently planned or scheduled for this 5.003-acre parcel.

**OPTIONS & STAFF
RECOMMENDATION**

Option A – Do not acquire this parcel for the Preserve: If the property is not acquired for the Preserve a private property would be surrounded by City-owned Preserve land and re-classified State Trust land. Private development on the property would require access across the Preserve. Preserve funds would be saved if the City did not acquire this property.

Option B – Authorize staff to proceed with the acquisition at the agreed on purchase price of \$38,000 per acre: This option would approve Resolution No. 6257 and authorize staff to proceed with the acquisition based on the agreed on price.

Option C – Direct staff to negotiate a different price or terms with the owner: This option would mean the Council directs staff to offer the owner a price different from the agreed on \$38,000 per acre. An acquisition below \$38,000 per acre that was accepted by the property owner would save the city funds.

Option D – Reject the agreed upon acquisition price and direct staff to initiate condemnation: This option would direct staff to initiate condemnation to acquire the property for the Preserve. The City would incur legal and other costs to process the condemnation, and face uncertainty regarding the trend in raw land prices in this part of Scottsdale until the city is granted possession of the parcel.

Recommended Approach: Adopt Resolution No. 6257 authorizing purchase in the amount of \$190,100 (\$38,000 per acre) for the 5.003-acre Parcel No. 216-59-005H for the McDowell Sonoran Preserve. The proposed acquisition value is the value established by staff and accepted by the owner based on an analysis of the appraisals prepared for the subject and for other parcels in the immediate area, and field work.

Proposed Next Steps: If City Council approves the acquisition staff will proceed with close of escrow.

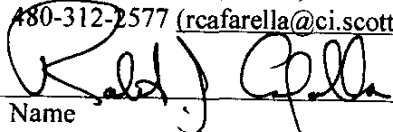
RESPONSIBLE DEPT.

Preservation Division

STAFF CONTACTS

Robert J. Cafarella, AICP, Director, Preservation Division
480-312-2577 (rcafarella@ci.scottsdale.az.us)

APPROVED BY

 2-5-03
Name Date

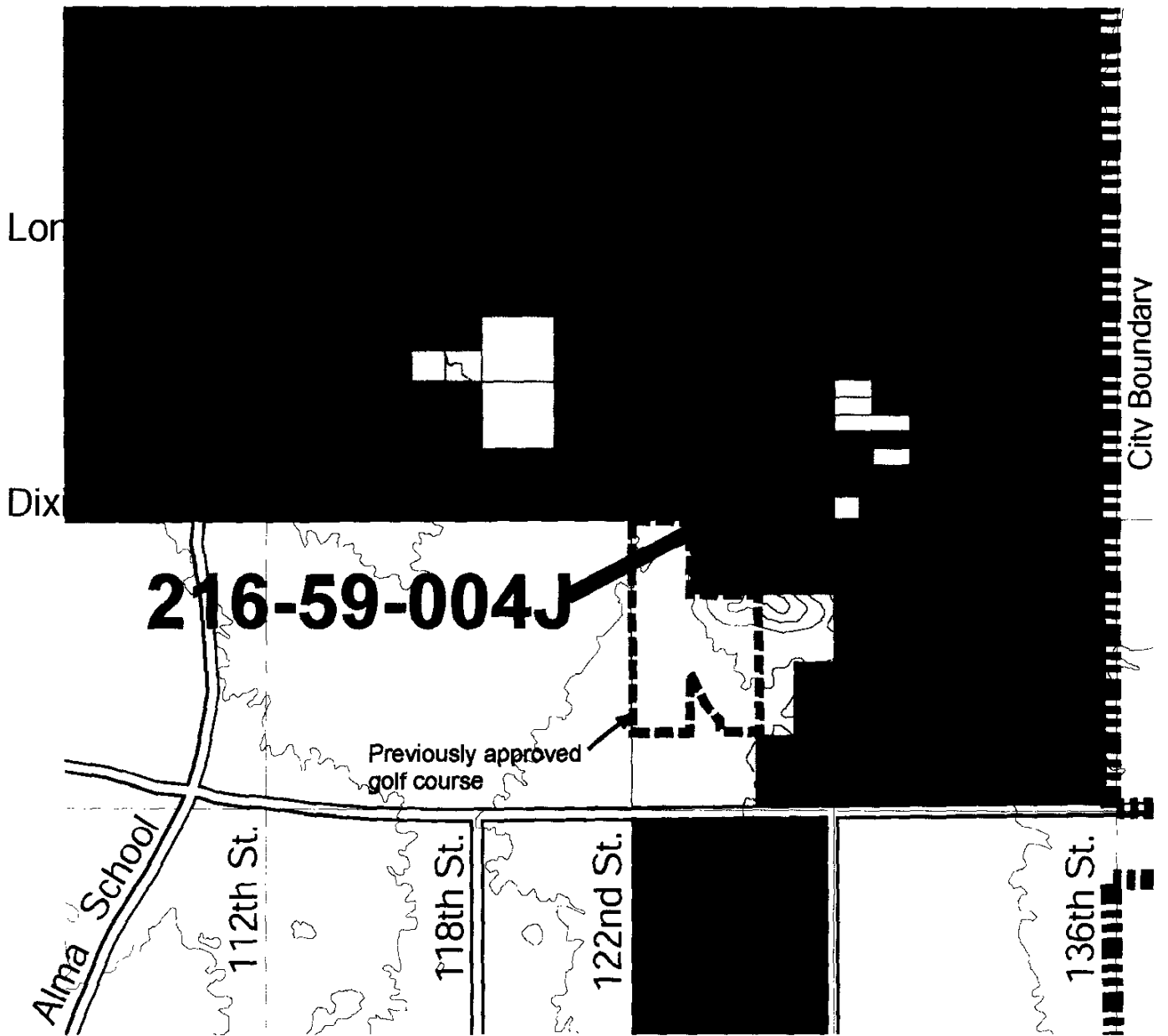
Robert J. Cafarella, AICP, Director, Preservation Division





 2/5/03
Name Date

Ed Gawf, Deputy City Manager

ATTACHMENTS

1. Location Map
2. Resolution No. 6257



-  Location of Parcel 216-59-005H
-  McDowell Sonoran Preserve
-  Remaining private land for acquisition
-  State Trust Land Reclassified as Suitable for Conservation



city of scottsdale, arizona

Locations are generalized. Not to scale.
f:\northface12 2/03

ATTACHMENT 1. LOCATION MAP

RESOLUTION NO. 6257

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THAT FEE TITLE TO 5.003+/- ACRES REAL PROPERTY AT 30115 N. 128TH STREET, PARCEL NO. 216-59-005H, BE ACQUIRED FROM FRANK AND RUBY ROXAS BY THE CITY OF SCOTTSDALE BY PURCHASE.

WHEREAS, the Sonoran Desert and McDowell Mountains are the most prominent scenic feature in the northeast valley and a valuable regional resource that includes numerous natural features and cultural resources; and

WHEREAS, the City has identified certain parcels within the Recommended Study Boundary for the McDowell Sonoran Preserve to be acquired for the preservation of natural resources and for public recreation, and Scottsdale residents have indicated a strong desire to maintain this treasure for the enjoyment of all and for future generations to experience and enjoy; and

WHEREAS, Scottsdale voters have overwhelmingly approved four propositions on acquiring land for preservation including Proposition 400 to increase the local sales tax in 1995, Proposition 404 to authorize the use of bonds in 1996, and Proposition 411 in 1998 to allow the City to use the special sales tax to purchase additional Sonoran Desert lands, and Question 1 to authorize the sale of \$200 million in General Obligation bonds to acquire land for the Preserve; and

WHEREAS, the City of Scottsdale has embarked upon a program of purchasing lands in the Sonoran Desert and in and about the McDowell Mountains for the McDowell Sonoran Preserve for said purposes; and

WHEREAS, the development of this 5.003+/- acre property on the east side of 128th Street, and between Dixileta and Lone Mountain alignments, within the Recommended Study Boundary, would have negative visual impacts on the Preserve and hinder efforts to create a large un-fragmented area and a wildlife/habitat and recreation corridor between the McDowell Mountains and County Park with the natural desert open spaces to the north in Scottsdale and in the Tonto National Forest.

BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona as follows:

Section 1. That the acquisition of fee title from Frank and Ruby Roxas for 5.003+/- acres of certain real property at 30115 N. 128th Street, parcel number 216-59-005H, described in Exhibit "A" attached hereto for \$190,100 be authorized.

Section 2. That the Mayor is authorized to execute any and all documents on behalf of the City of Scottsdale that are necessary to complete this acquisition.

ATTACHMENT 2.

Resolution No. 6257
March 3, 2003
Page 2 of 3

Section 3. That the duly authorized disbursing agents of the City of Scottsdale be, and they are, hereby authorized and directed to pay the sum of \$190,100 to acquire the above-described property, as well as any additional sums necessary to complete this transaction, including, but not limited to, title insurance, escrow fees and closing costs.

PASSED AND ADOPTED BY THE Council of the City of Scottsdale, Maricopa County, Arizona this 3rd day of March 2003.

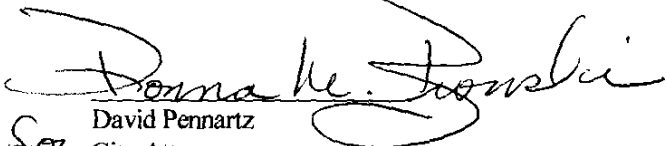
ATTEST:

CITY OF SCOTTSDALE
A municipal corporation

Sonia Robertson
City Clerk

Mary Manross
Mayor

APPROVED AS TO FORM:


David Pennartz
City Attorney
a:res6257/zamin

ATTACHMENT: Exhibit "A"

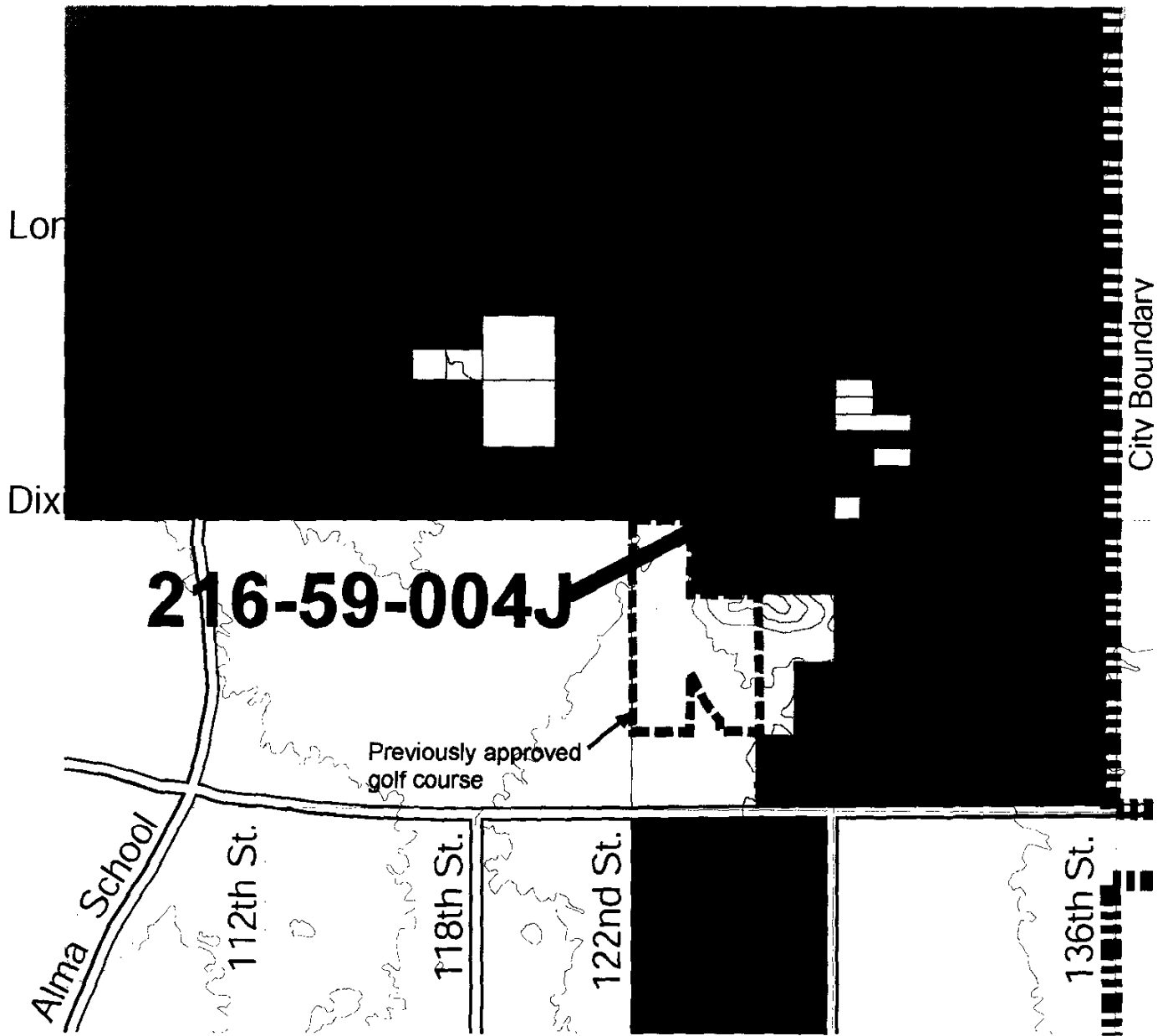
EXHIBIT "A"

LEGAL DESCRIPTION

The West half of the North half of the North half of Parcel 13, GOLDIE BROWN PINNACLE PEAK RANCH UNIT THREE, a subdivision recorded in Book 197 of Maps, page 24, records of Maricopa County, Arizona;

Except all minerals as reserved in Patent from the United States of America.

EXHIBIT A. LOCATION MAP



city of scottsdale, arizona

Locations are generalized. Not to scale.
f.northface12 2/03

Remaining private land for acquisition

State Trust Land Reclassified
as Suitable for Conservation

CITY COUNCIL REPORT



MEETING DATE: March 3, 2003

ITEM NO. 5

GOAL: Coordinate Planning to Balance Infrastructure

SUBJECT

Chaparral Park Expansion

REQUEST

Request to approve Municipal Use Master Site Plan approval for Chaparral Park expansion including modified off-leash area, and 2 new lighted multi use sports fields, on a 20+/- acre area located on the north and south sides of McDonald Drive, east of Hayden Road. Current zoning for the area is Open Space District (O-S).

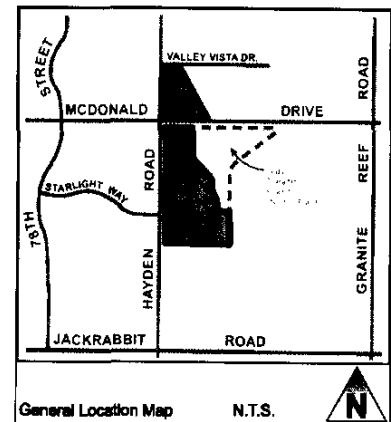
2-MP-2002#2

Key Items for Consideration:

- Municipal uses are allowed by Conditional Use Permit in the Open Space zoning district, subject to approval of a Municipal Use Master Site Plan.
- The Planning Commission initiated this Municipal Use Master Site Plan on November 15, 2000.
- The proposed 20-acre park expansion includes two new, lighted multi use sports fields with high containment light fixtures, managed dog activity area, irrigation lake and other park amenities.
- A public outreach process with neighbors and park users, conducted by City staff, provided generally favorable comments that focused on site design, landscaping, sports field lighting, and modifications to the dog activity area.
- The Planning Commission recommends approval of this case per the stipulations, 7-0.

Related Policies, References:

The General Plan and Zoning Ordinance support use of the property for a Park. The Parks Commission has approved the proposed park site plan.



OWNER

City of Scottsdale

APPLICANT CONTACT

City of Scottsdale, Capital Project Management
Bill Peifer, Project Manager
480-312-7869

City of Scottsdale, Community Services
Gary Meyer, Park/Trails Planner
480-312-2357

LOCATION

North and south sides of McDonald Drive, East of Hayden Road

BACKGROUND**History:**

- 1970's- The land was incorporated into the City's Indian Bend flood control project.
- 1972- A use permit was approved for a tennis course/9-hole executive golf course.
- 1981- The site was zoned Open Space (O-S) district.
- 1986- A 4-acre area northeast of this site was rezoned to Central Business (C-2) and Commercial Office (C-O) districts to permit a restaurant, office and golf center with driving range, mini-golf and pro shop.
- 1999- Neighbors contact City Council to consider acquiring this land to expand Chaparral Park.
- 2000- The existing dog activity area was developed at the golf driving range location.
- 2002- The Park Master Plan for this site was approved by the Parks Commission.
- 2002- The Water Treatment Plant site, which was originally included in the Chaparral Park expansion, was made a separate component at the request of the Planning Commission and was requested to return to a subsequent Planning Commission hearing.

Zoning.

The site is zoned Open Space (O-S) district. Open Space zoning district(s) allow for parks and recreational facilities as Conditional Uses.

General Plan.

The General Plan Land Use Element designates the property as Developed Open Space and Parks. This category includes public and private recreational use including city parks. Design of such facilities should integrate with adjacent neighborhoods.

Context.

The surrounding property is zoned Single-Family Residential to the east and southeast and townhouse residential areas to the northeast and east sides of the site respectively. The 9-acre Chaparral Water Treatment Plant, which is situated to the northeast of the site, is not a part of this request.

**APPLICANT'S
PROPOSAL****Goal/Purpose of Request.**

To develop an approximate 20+/-acre extension of Chaparral Park to respond to citizen requests for expanded recreational amenities adjacent to Chaparral Park.

Background/History

In 1998, this area was privately owned and included a boarded up restaurant/nightclub building, lighted golf driving range, two miniature golf courses, parking lot, golf club house/office building, maintenance facility, and landscaping that was not well maintained. In 1999, the owners proposed to redevelop the site into a vacation ownership resort. Shortly thereafter, however, neighbors on the eastern border of the property approached the City Council and encouraged them not to approve the new plan, but to instead consider acquiring the property and expand Chaparral Park, adding recreational amenities such as soccer and baseball fields. The reason the neighbors proposed such action was because they had become concerned over the years,

about the negative impacts of some of the commercial development on this property. They ultimately felt that an expanded park and additional recreational facilities were more compatible with the Indian Bend Wash flood control project in which this property is located. Also, the neighbors wanted to maintain the open space and view corridors that the Wash provided.

At the same time, the City Water Department was looking for a new site for a Water Treatment Facility due to the future expiration of an Intergovernmental Agreement with the City of Phoenix. The treatment capability was needed for Scottsdale's assured water supply and this site best met the location criteria of the future water treatment facility. Funds for acquisition of land and the development of the facility were in the City's five-year capital improvement program. In September of 2000, after several public meetings, the City Council authorized acquisition of this site for the future water treatment facility and directed staff to work at developing a plan that could also accommodate park and recreational facilities as requested by the neighbors.

After additional public meetings, a municipal use master site plan was completed and approved by the Parks and Recreation Commission in March of 2002; it was approved by the Planning Commission in January of 2003. The major facilities of this site plan include the following:

Lighted Sports Fields

The lighted multi-use sports fields may be used for little league, softball, football, soccer, and possibly lacrosse; the fields will help address the issue of the shortage of lighted sports fields that has been identified. Community Services will schedule organized league use of the fields and accommodate public reservations as needed. The two fields are located at the south side of the site, adjacent to the existing lighted sports fields in Chaparral Park. The fields will contain up to fourteen (14), 70 to 80-foot-tall light poles with the latest technology for shielded light fixtures conforming to Community Services Department sport field lighting standards. The sports fields lighting proposes to use similar light fixtures and shielding as approved for the Jewish Community Center sports fields.

The fields are located about 150 feet away, and 6 to 8 feet lower than the adjacent residential neighborhood to the east. A lighting analysis for the fields indicates that field light levels will be about 30 to 50-foot candles. Off the fields light levels will be reduced to about 0.3-foot candles at the east property line and at the edge of Hayden Road. Sport field lighting will use timers, normally set to turn off at 10:30 PM, but can be extended to 11:00 PM on certain occasions. A restroom building and small bleacher area are provided adjacent to the sports fields. The existing fields south of the new fields will be renovated to better accommodate the needs of Little League groups.

The Dog Activity Area

An existing fenced dog activity area was developed on this site in 2000 to accommodate dog owners who needed an off leash area to exercise and socialize their dogs. A test area had been developed at Chaparral Park south of the public pool facility. However, due to its proximity to neighbors and other public concerns, the test area was closed after six months and relocated to this

site. The dog activity area will be relocated toward the northwest corner of the site, and enlarged to 4.6 acres from its current 3-acre size. The dog activity site contains a covered pergola and will be lighted for evening use and is fenced, and divided into large and small dog or active and passive dog containment areas.

A covered seating area and restrooms are provided along the northeast and eastern side of the site. A parking area and drop off zone for the dog activity area is provided at the north side of the main parking lot. Curved, landscaped terraced retaining walls are situated along the east side of the dog activity area and extend southward past the east side of the sports fields to the south side of the site. The design will accommodate any necessary flood control needs. Currently an average of 300 dogs utilize the existing area daily

Irrigation Lake Area (North side)

The 4.7-acre parcel contains an irrigation lake area located north of McDonald Drive and is connected with the rest of the park by an existing pedestrian and bicycle underpass beneath McDonald Drive adjacent to Hayden Road. The irrigation lake area will have paths that will surround the reconfigured 1-acre pond on the site. In addition, the site will be landscaped with trees and turf areas and be used for passive recreational use and as an open space amenity area. The existing lake and surrounding grounds had not been well maintained under private ownership; these improvements will benefit the neighborhood.

Community Involvement:

City staff has held five public open house meetings to present and discuss the project, including open houses on Feb. 7, 2002, Sept. 19, 2002 and Nov. 7, 2002. In preparation for the open houses, notices were either hand delivered or mailed to about 300 residents or businesses situated within ½ mile of the site. Fifty-five (55) and 24 persons attended the Feb. 7th and Sept. 19th open houses, respectively. A previous neighborhood meeting was also held in 2000 with 33 people attending.

Comments from the meetings were favorable with discussions about design, sports field lighting, landscaping, and modifications to the dog activity area, community access, site design and maintaining views to Camelback Mountain. Comments from the Sept. 19, 2002 meeting are contained in Attachment #8, Citizen Involvement. No letters or phone calls objecting to the proposal have been received to date. Neighbors initially approached the City Council in 1999 to suggest acquisition of this property to accommodate park and recreational facilities. At the Jan. 22, 2003 Planning Commission hearing, 3 people spoke.

Key Policy Considerations:

The proposed Municipal Use Master Site Plan does the following:

- Provides for the 20-acre expansion of the existing Chaparral Park.
- Allows additional active and passive, public recreation and open space areas including 2 new lighted multi-use sports fields.
- Permits an improved dog activity area.
- Creates lighting that is better contained and less impactful than existing lighting on the site.
- Directs park traffic to two locations on Hayden Road and eliminates traffic access from McDonald Drive, while the water treatment facility traffic uses

the existing McDonald Drive entrance.

Community Impact.

The development replaces the former golf driving range with a new, expanded public recreational facility with lighted sports fields and dog activity area. Traffic generated by the use will access the site from Hayden Road with a new 203-space parking lot being constructed to accommodate the park user demand. The proposed sports fields will be approximately 150 feet from the neighboring residential area. Furthermore, the field lighting will use advanced light containment fixtures with shielding to minimize light trespass from fields to maximum levels of 0.3-foot candles. Sports field lighting will be turned off by 11:00 PM. Significant demand exists for lighted sports fields in the community.

The dog activity area will be situated near the northern and northwest side of the site. It will be slightly further northwest from adjacent residential areas than its current location, and will be slightly larger than its present size. During construction, the dog activity area will be temporarily relocated to the southern portion of the site to isolate it from construction activities. Adequate parking is provided. The irrigation lake area designated for passive recreational use and an open space area will not create a negative impact on residential areas. In fact, it will improve the aesthetic appearance of the area.

Traffic.

The park expansion will generate a total of 844 new daily trips with 282 trips at PM peak hour, to and from the two new drives to Hayden Road. Currently Hayden Road has a daily traffic volume of 27,000 vehicles and operates well under its daily capacity of 55,000. Similarly McDonald Drive, with a capacity of 30,000 to 35,000 vehicles per day currently has a daily volume of 23,000 vehicles. This project will minimally increase those volumes - increasing Hayden Road volume just south of McDonald Drive by about 2%, and on McDonald Drive just east of Hayden Road by about 1%.

The alternatives to the Hayden / Starlight intersection will then increase in significance. There should not be a signal located at Starlight and Hayden, because it is too close to the Hayden and McDonald intersection, and it would impede traffic flow by interrupting traffic signal progression timing on Hayden. (See Traffic Impact Study, Attachment #7.)

Parking.

- 178 spaces are required, 203 are provided.

Development information.

- *Existing Use:* Open space, with an existing 3- acre dog activity area, formally a golf driving range. Existing maintenance building, to be relocated to south side of site.
- *Buildings/Description:* No buildings proposed except small maintenance building and 2 restroom facilities. Two lighted sports fields, dog activity area and passive recreation and open space use.
- *Parcel Size:* 20-acres, approximately.

- *Building Height Allowed:* 24-feet, exclusive of sports lighting.
- *Existing Building Height:* 12 feet, the proposed maintenance building is 20 feet high and restrooms are 12-feet high.
- *Floor Area:* None, except a 600 square foot maintenance building and restrooms.
- *Other:* Lighted sports fields contain about fourteen (14), 70 to 80-foot-tall light poles with high quality shielded light fixtures to be turned off by 11 PM.; enclosed 4.6-acre off-leash dog activity area; and 203-stall parking lot.

Water/Sewer.

City Sewer and water facilities are located along Hayden Road and are adequate to serve this site.

Police/Fire.

City Police Department and Rural Metro have reviewed this application and it meets their requirements.

Open space, scenic corridors.

The park proposal involves a 20-acre expansion of the existing Chaparral Park and provides for additional recreation and open space development of the Indian Bend Wash.

Policy implications.

The park proposal conforms to the General Plan, which identifies this area as Tourism and Recreation Corridor.

Use Permit Criteria.

Conditional use permits, which may be revocable, conditional, or valid for a specified time period, may be granted only when expressly permitted after the Planning Commission has made a recommendation and the City Council has found as follows:

A. Granting this use permit subject to the approved conditions will not be materially detrimental to the public safety or welfare.

1. There will not be damage or nuisance arising from noise, smoke, odor, dust, vibration.

The park expansion will extend the existing Chaparral Park, located to the south, and provide additional recreational opportunities for the area. The park expansion will not create damage, nuisances, or negative impacts on properties adjacent to the site. Sports fields and sports field lighting are located away from residential areas and contain advanced light containment fixtures. Dog activity areas are located away from neighborhoods.

2. There will not be impact on surrounding areas resulting from an unusual volume or character of traffic.

Traffic generated by the park expansion will access the proposed 203-space parking lot from two locations along Hayden Road on the west side of the site; the parking lot is about 600 feet west of residential areas. A traffic impact study undertaken for this project concludes that adjacent roadways and area intersections are

adequate to accommodate traffic levels generated by the use.

3. There are no other factors associated with this project that will be materially detrimental to the public.

An approximate 150-foot setback is provided between neighbors and the sports fields/dog activity area.

- B. The characteristics of the proposed conditional uses are reasonably compatible with the types of uses permitted in the surrounding areas.
The proposed park expansion will be compatible with the existing Chaparral Park to the south. The site is adjacent to Chaparral Park to the south and has been used for lighted active and passive- recreation use in the past.

Fiscal Impact.

First year operations and maintenance costs are expected to approach \$200,000. This will include two grounds maintenance staff, part-time field supervision on nights/weekends, tools, equipment, agriculture/horticulture supplies and park furniture including portable bleachers, picnic tables and trash receptacles. Second year costs will be reduced to approximately \$110,000 as the needed maintenance equipment and park furniture will have been purchased in the first year. An expected \$50,000 per year in revenue is projected from sports programs at the new fields.

**STAFF
RECOMMENDATION**

Staff recommends approval, subject to the attached stipulations.

Citizen Comments at the Planning Commission Hearings:

On April 24, 2002, six (6) persons spoke with comments as follows:

- The proposed parking area was insufficient.
- The dog activity area is very popular and should have better turf conditions, drinking water, a pond, shading, and dog activity toys.
- Concerns were expressed about the Hayden Road, Starlight Dr. Access.

On December 11, 2002, one (1) person spoke with comments as follows:

- Keep the dog activity area as large and as green as possible.

On January 22, 2003, three (3) people spoke with comments as follows:

- Occasional loose dogs running outside of the fenced areas
- Dusty and bare conditions in parts of the current dog activity area
- Pathways and connections to from the park to adjacent properties
- An existing storm water pipe that empties into the park.

Staff responded to each of the comments raised.

Planning Commission Comments:

On April 24, 2002, Planning Commission comments were as follows;

- The originally proposed 144- space parking area appeared to be insufficient.
- The ball fields will provide important recreational opportunities.
- The Water Treatment Plant had received no objections from speakers while the park portion of the proposal needs significant re-evaluation and redesign.

On December 11, 2002, Planning Commission comments were as follows:

- What is the demand for the sports fields, adult softball, little league baseball, or soccer?
- Is the signalized intersection at 82nd St. and McDonald Dr. still warranted?

On January 22, 2003, Planning Commission comments were as follows:

- Discussions of path connections to and from the park facility.
- Park signage should be posted that dogs must be kept on leashes, except when in off-leash dog activity areas.
- Commission members acknowledged the method of field allocation and usage by different sports teams, and that the signal at 82nd Street and McDonald Drive is warranted.

April 24, 2002 Planning Commission Hearing Recommendation:

The Park expansion and Water Treatment Plant portions of the application were divided into separate applications. Council subsequently approved the Water Treatment Plant portion (2-MP-2002) on June 4, 2002.

December 11, 2002 Planning Commission Hearing Recommendation:

The case was continued for staff to provide an analysis of anticipated demand and usage of the multi use sports fields by adult softball, little league baseball, soccer, etc., and whether traffic demand will still warrant the 82nd St. signal. The motion was approved, vote 5-1.

January 22, 2003 Planning Commission Hearing Recommendation:

The case was approved with the attached stipulations, by a vote of 7-0.

**RESPONSIBLE
DEPT(S)**

Planning and Development Services Department
Current Planning Services

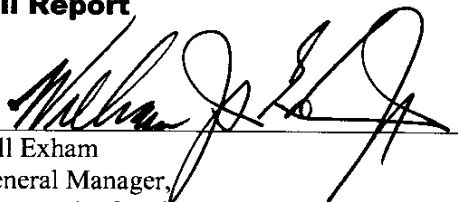
STAFF CONTACT(S)

Al Ward
Senior Planner
480-312-7067

Scottsdale City Council Report

2-MP-2002#2

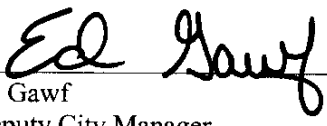
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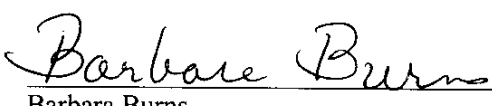
Bill Exham
General Manager,
Community Services Department
Date



Kroy Ekblaw
General Manager, Planning & Development Services Department
Date



Ed Gawf
Deputy City Manager
Date



Barbara Burns
Assistant City Manager
Date



Q.S.
20-47

2-MP-2002#2

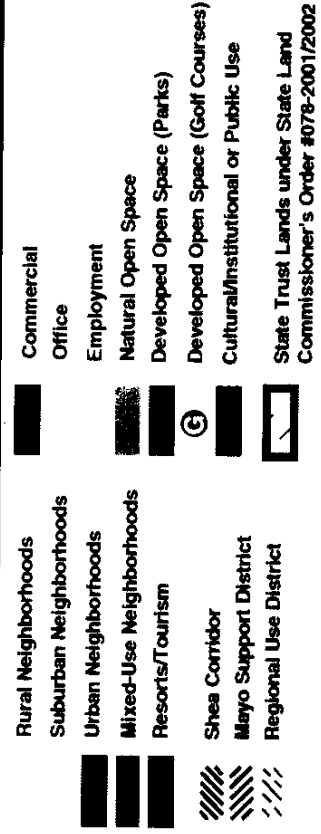
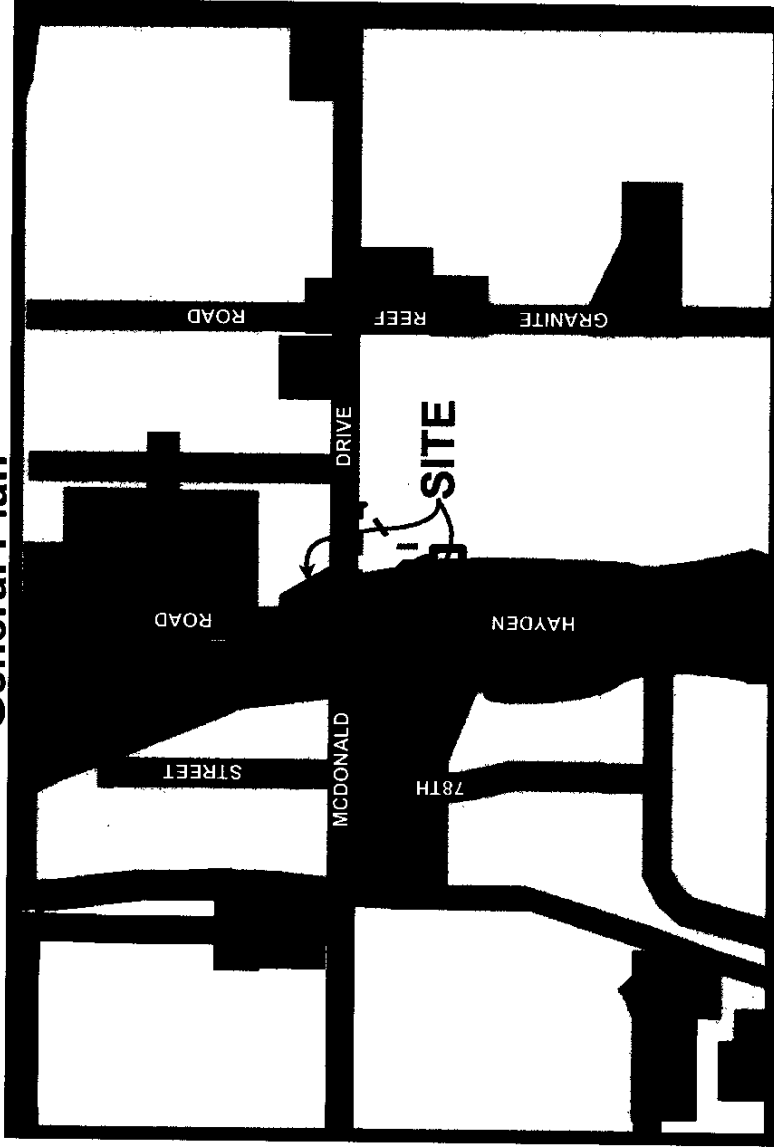
Chaparral Park



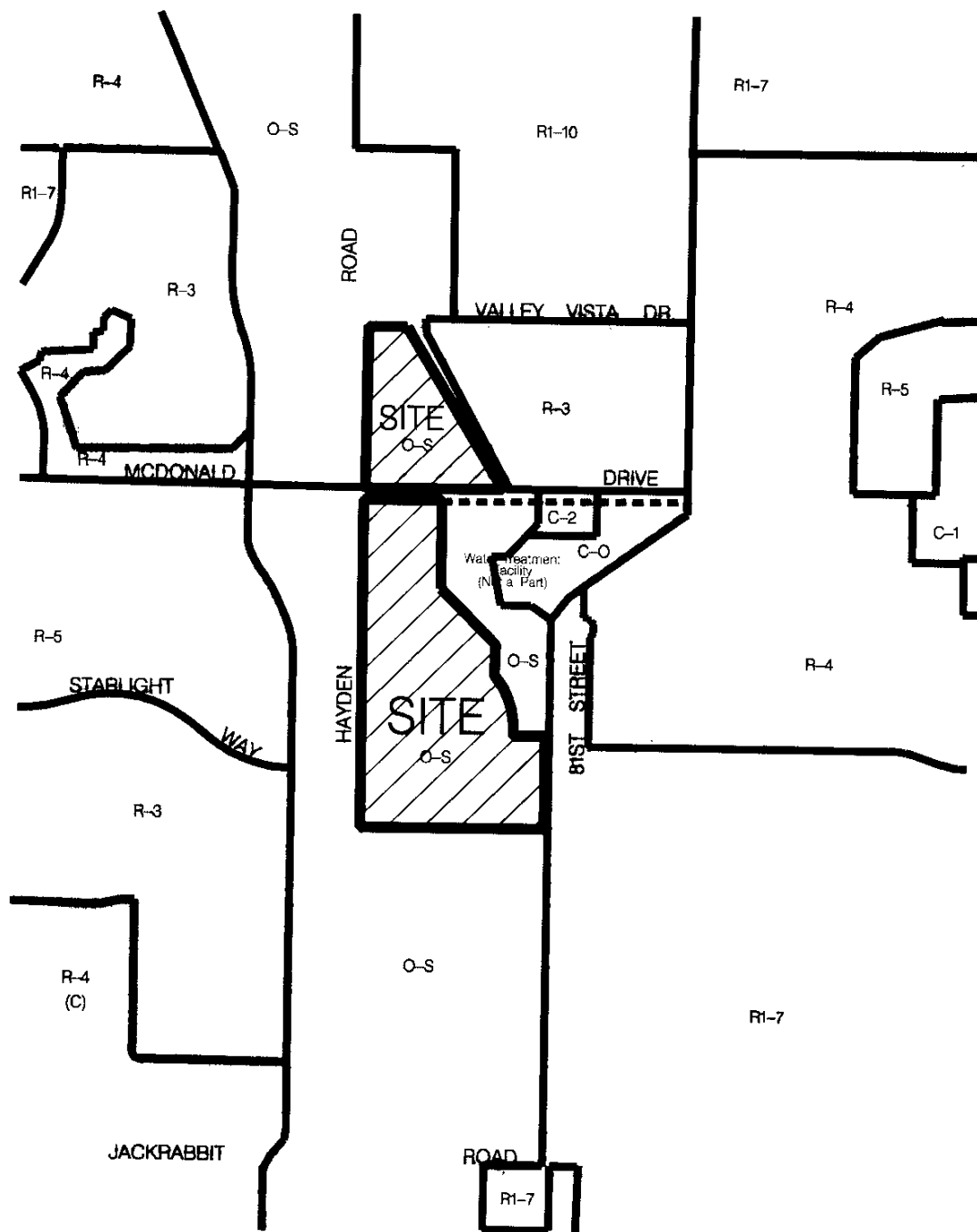
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Chaparral Park

General Plan

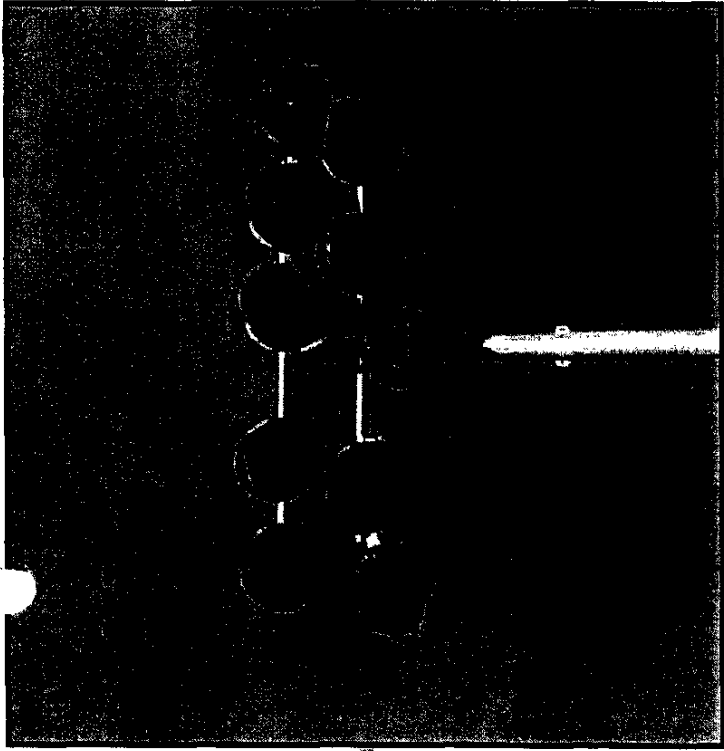


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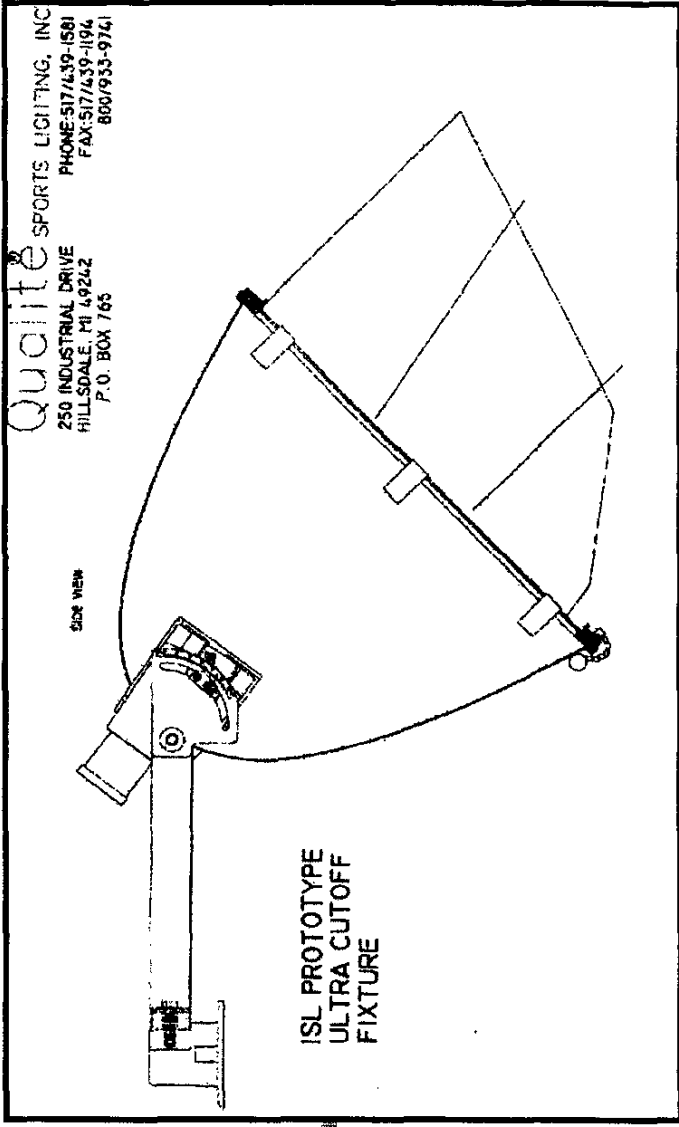
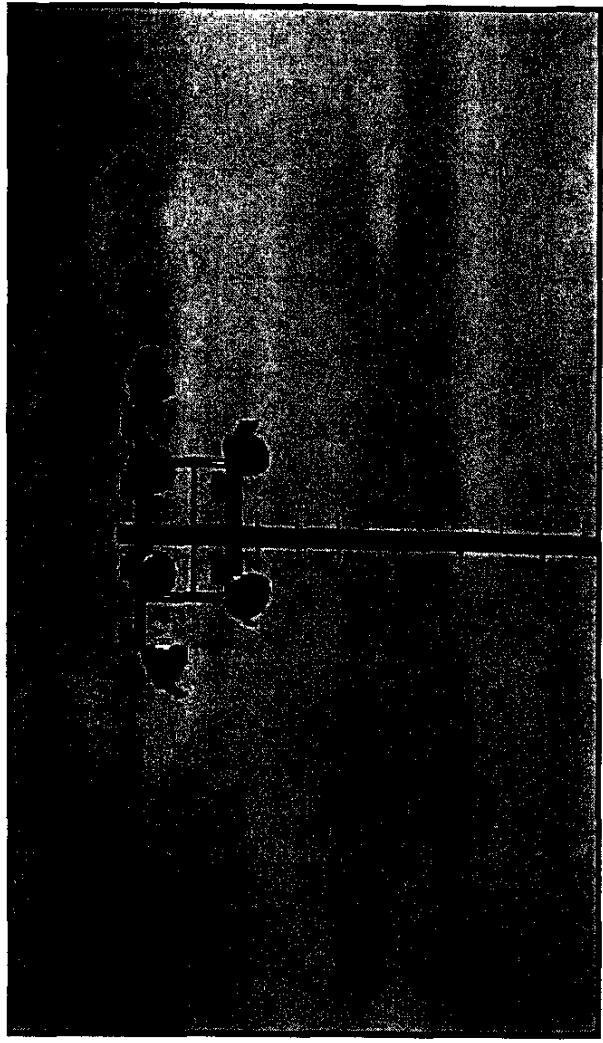


2-MP-2002#2





- New light standard and shielding –
- Block direct view of light source

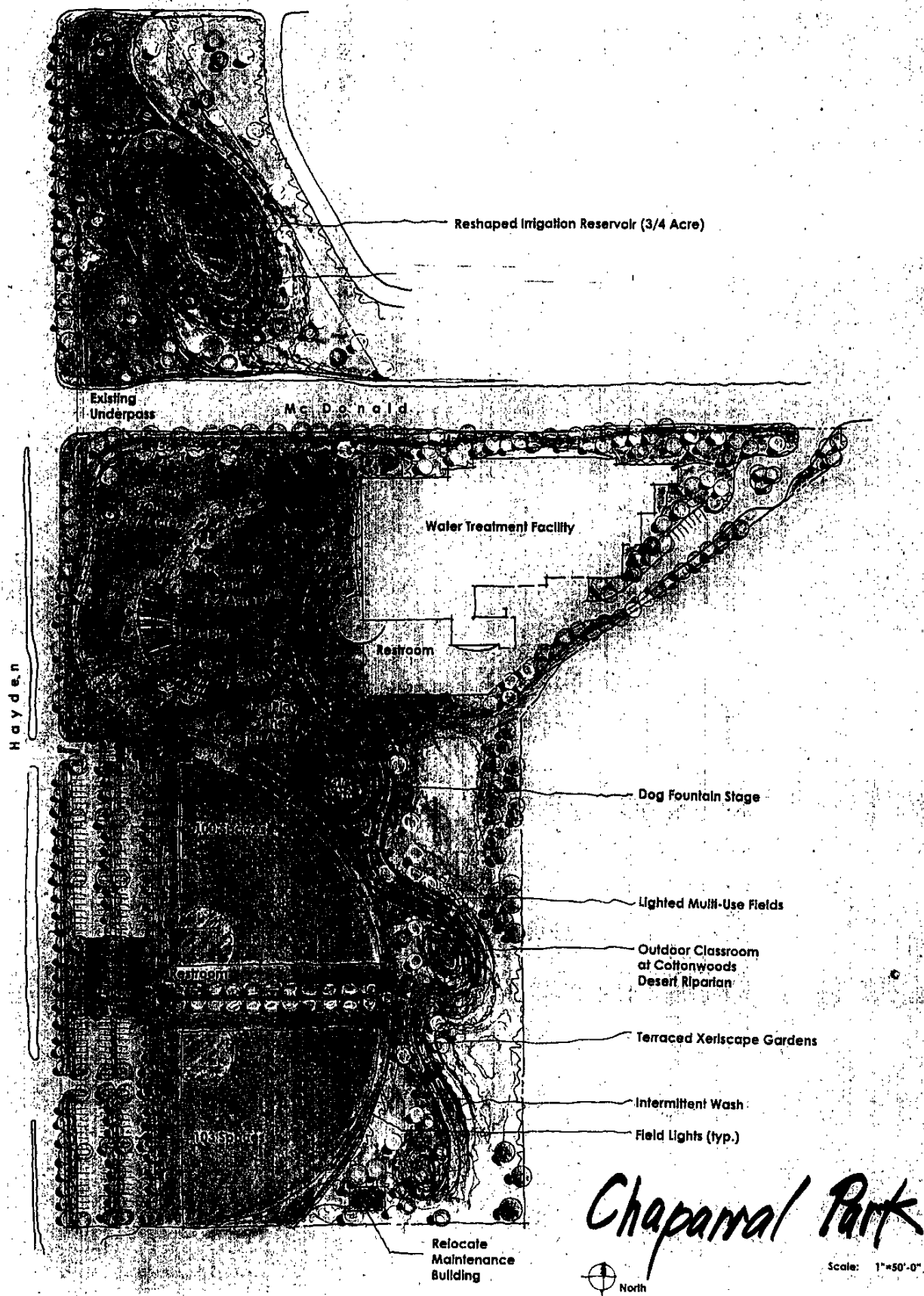


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STIPULATIONS FOR CASE 2-MP-2000#2

PLANNING/ DEVELOPMENT

1. **CONFORMANCE TO DEVELOPMENT SUBMITTAL.** Development shall conform with the site plan submitted by Swaback Partners LLC, Architecture and Planning, and dated November 15, 2002. These stipulations take precedence over the above-referenced site plan. Any proposed significant change, as determined by the Zoning Administrator, shall be subject to subsequent public hearings before the Planning Commission and City Council.
2. **PARKING.** The number of parking spaces provided shall be a minimum of 203 spaces on-site, or as required to the satisfaction of the Project Coordination Manager.
3. **PEDESTRIAN ACCESS.** With the Development Review Board submittal, the developer shall submit a plan providing pedestrian access to the commercial and recreational areas on and adjacent to the site, to the satisfaction of city staff.
4. **RECREATION FIELD LIGHTING.** With the Development Review Board submittal the developer shall provide the following photometric studies, to the satisfaction of city staff, at a minimum, and all photometric studies shall include a "summary" section with data on; minimum, maximum and average illuminance; maximum to minimum uniformity ratio; and the maintenance factor (M.F.) utilized:
 - a. **HORIZONTAL ILLUMINANCE SHEET.** The horizontal illuminance sheet shall provide the following:
 - i. Initial horizontal illuminance at three (3) feet above grade across the playing surface of the field, at a grid spacing that matches IESNA recommended practice for the type of sports field. The maintenance factor shall equal 1.00.
 - ii. Maintained horizontal illuminance at three (3) feet above grade across the playing surface of the field, at a grid spacing that matches IESNA recommended practice. The maintenance factor shall equal 0.80.
 - iii. Labeled pole locations for all poles and include a "summary" section listing the total number of luminaries, lamp types and their associated wattages.
 - b. **VERTICAL ILLUMINANCE SHEET.** The vertical illuminance sheet shall provide the following:
 - i. Initial vertical illuminance at six (6) feet above grade along a perimeter one-hundred (100) feet away from all playing field boundaries. The illuminance shall not exceed 0.80 F.C. at any point along the above-mentioned perimeter. The "playing field boundary" for the baseball and softball fields is defined as the two foul lines and the curved outfield line. All of the vertical calculation points shall be measured by having the "meter" facing inward toward the field and aimed at ninety (90) degrees above nadir. All of the vertical calculations shall be performed at a grid spacing equal to the grid spacing calculation points on the field.
 - ii. All vertical illuminance (light trespass) calculations shall be based upon initial values only (maintenance factor = 1.00).
 - iii. The vertical illuminance at six (6) feet above grade on the East curb of Hayden road and on the East property line shall not exceed 0.30 F.C. at any point.

- iv. All calculations shall be based upon all sports fields operating concurrently.
5. **ADDITIONAL LIGHTING INFORMATION.** With the Development Review Board submittal, the developer shall provide the following additional lighting information, to the satisfaction of city staff:
 - a. **AIMING DIAGRAM.** The submittal shall include an aiming diagram and summary table that details the quantity and types of luminaries, and the luminaries per pole for each pole.
 - b. **PERSPECTIVE SHEET.** The submittal shall include a perspective/ section sheet that shows the number and arrangement of all luminaries for each pole. The perspective sheet(s) shall show the view from the neighborhood to the East, a view from the West across Hayden road and a view from the North across McDonald Drive.
6. **POLE AND FIXTURE COLORS.** All sports lighting poles, luminaries, bases and associated pole mounted equipment shall be treated with a flat to satin black finish, to the satisfaction of the Project Coordination Manager.
7. **TYPES OF LUMINARIES.** All sports lighting luminaries shall either be selected from among the luminaries currently pre-approved by the City of Scottsdale Community Services Department or provide sufficient technical information on alternative luminaries with state-of-the-art glare control for staff review.
8. **HOURS OF OPERATION.** All sports lighting shall be on an automated control system that prevents operation of the lights when the fields are not actually in use. The automated control system shall be set so that all sports lighting shall remain off between the hours of 11 p.m. and 6 a.m." The applicant shall provide details on this control system and provide a note on all plans, "All sports lighting to remain off between 11 p.m. and 6 a. m., to the satisfaction of City Staff.
9. **LIGHTING CONTROLS.** All lighting for each field shall be operated and controlled separately.
10. **BURN IN.** The initial burn-in of the lamps shall take place during daytime hours and up until 11 p.m. only.
11. **HEIGHT.** The height of the sports lighting poles shall be a maximum of eighty (80) feet measured from finished grade to top of pole, to the satisfaction of Plan Review and Permit Services and Inspection Services Staff.
12. **NUMBER OF POLES.** The maximum number of sports lighting poles to be installed as part of this submittal shall be up to fourteen (14).
13. **LIGHTING INSPECTION.** Before the issuance of a Certificate of Occupancy for this site or Final Inspection by Inspection Services, the applicant shall make arrangements for an on site verification of the vertical illuminance light trespass calculations with Community Services Staff. The developer shall be responsible for providing all necessary equipment and staff to conduct the verification.

CIRCULATION

1. **STREET CONSTRUCTION.** Before issuance of any certificate of occupancy for the site, the developer shall dedicate the following right-of-way and construct the following street improvements, in conformance with the Design Standards and Policies Manual:

Street Name/Type	Dedications	Improvements	Notes
McDonald	50 ft half street (50 ft existing)	Existing	
Hayden	75 ft half street (65 ft existing)	Existing	

2. **ACCESS RESTRICTIONS.** Before issuance of any certificate of occupancy for the site, the developer shall dedicate the necessary right-of-way, as determined by city staff, and construct the following access to the site. Access to the site shall conform to the following restrictions (distances measured to the driveway or street centerlines):
 - a. Hayden Road and McDonald Drive - The developer shall dedicate a one foot wide vehicular non-access easement on this street except at the approved street entrances.
 - b. Hayden Road - There shall be a maximum of TWO site driveways from the site, with a minimum of 660 feet between the driveways.
 - d. Hayden Road - The north site driveway, into the park, shall be right-in, right-out and left-in only.
3. **MEDIAN RECONSTRUCTION.** Before issuance of any certificate of occupancy for the site, the developer shall reconstruct the existing median on Hayden Road at East Starlight Drive, to provide left-turn access into and out of the site, and at the north access onto Hayden Road, to provide left-turn access only into the site, to the satisfaction of city staff, and shall relocate any existing landscaping that will be displaced, as determined by city staff.
4. **AUXILIARY LANE CONSTRUCTION.** Before issuance of any certificate of occupancy for the site, the developer shall dedicate the necessary right-of-way, as determined by city staff, and construct right-turn deceleration lanes at all site entrances on Hayden Road, in conformance with the Design Standards and Policies Manual; and also provide a right turn only lane for northbound Hayden Road traffic at the intersection of Hayden and McDonald.
5. **PEDESTRIAN CIRCULATION PLAN.** With the Development Review Board submittal, the developer shall submit a Pedestrian Circulation Plan for the site, which shall be subject to city staff approval. This plan shall indicate the location and width of all sidewalks and pedestrian pathways.
6. **TRANSIT FACILITIES.** Before issuance of any certificate of occupancy for the site, the developer shall construct a bus bay and stop facilities (landscaping, bench and trash can) at the following locations. The design and location of these facilities shall be subject to city staff approval (Transit Department 480-312-7696) before any final plan approval.
 - a. Northbound on Hayden Road at the southeast corner of Hayden and East Starlight Way. Combine with the right turn lane for the park entrance.
 - b. Northbound on Hayden Road at the northeast corner of Hayden and East McDonald Drive. Construct a far side bus bay.
 - c. Eastbound on East McDonald Drive at the southeast corner of Hayden and McDonald. Construct a closed end bus bay.

DRAINAGE AND FLOOD CONTROL

1. **CONCEPTUAL DRAINAGE REPORT.** With the Development Review Board submittal, the developer shall submit a conceptual drainage report and plan subject to city staff approval. The conceptual report and plan shall conform to the Design Standards and Policies Manual - Drainage Report Preparation. In addition, the conceptual drainage report and plan shall:
 - a. Identify all major wash corridors entering and exiting the site, and calculate the peak discharge (100-yr, 6-hr storm event) for a pre- versus post-development discharge comparison of ALL washes which exit the property.

- b. Determine easement dimensions necessary to accommodate design discharges.
 - c. Demonstrate how the storm water storage requirement is satisfied, indicating the location, volume and drainage area of all storage.
 - d. Include flood zone information to establish the basis for determining finish floor elevations in conformance with the Scottsdale Revised Code.
 - e. Include a complete description of requirements relating to project phasing.
2. **FINAL DRAINAGE REPORT.** With the improvement plan submittal to the Plan Review and Permit Services, the developer shall submit a final drainage report and plan subject to city staff approval. The final drainage report and plan shall conform to the Design Standards and Policies Manual – Drainage Report and Preparation.
3. **STORM WATER STORAGE REQUIREMENT.** *This site qualifies for a Stormwater storage waiver (SSW) because it abuts the Indian Bend Wash. The developer shall demonstrate that post development flows do not exceed pre development flows. Improvement plans shall NOT be submitted to the city for review until the developer has obtained an approved Stormwater Storage Waiver.*
4. **DRAINAGE EASEMENTS.** Before the issuance of any building permit for the site, the developer shall dedicate to the city, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual, all drainage easements necessary to serve the site.

VERIFICATION OF COMPLIANCE

1. **REQUIRED SPECIAL INSPECTIONS.** Before the approval of the improvement plans, the developer shall schedule and pass, to the satisfaction of city staff, the inspection of drainage facilities specified by Plan Review and Permit Services staff that shall be required to have Special Inspections. See Section 2-109 of the Design Standards and Policies Manual for more information on this process.
2. **CONDITION FOR ISSUANCE OF GRADING & DRAINAGE PERMIT.** Before the issuance of a Grading & Drainage Permit:
 - a. The developer shall certify to the Plan Review and Permit Services, that it has retained an Inspecting Engineer by completing Part I (Project Information) and Part II (Owner's Notification of Special Inspection) of the Certificate of Special Inspection of Drainage Facilities (CSIDF); and,
 - b. The Inspecting Engineer shall seal, sign and date Part III (Certificate of Responsibility) of the CSIDF.
3. **CONDITION FOR ISSUANCE OF CERTIFICATE OF OCCUPANCY AND/OR LETTER OF ACCEPTANCE.** Before the issuance of a Certificate of Occupancy and/or a Letter of Acceptance:
 - a. The Inspecting Engineer shall seal, sign and date the Certificate of Compliance form.
 - b. The developer shall submit all required Special Inspection Checklists and the completed Certificate of Compliance form to the Inspection Services Division. The Certificate of Compliance form shall be sealed, signed and dated by the Inspecting Engineer, and shall be attached to all required Special Inspection Checklists completed by the Inspecting Engineer.
4. **AS-BUILT PLANS.** City staff may at any time request the developer to submit As-built plans to the Inspection Services Division. As-built plans shall be certified in writing by a registered professional civil engineer, using as-built data from a registered land surveyor. As-built plans for drainage facilities and structures shall include, but are not limited to, streets, lot grading, storm drain pipe, valley gutters, curb and gutter, flood walls, culverts, inlet and outlet structures, dams, berms, lined and unlined open

channels, storm water storage basins and underground storm water storage tanks, bridges as determined by city staff.

WATER

NEW WATER FACILITIES. Before the issuance of Letters of Acceptance by the Inspection Services Division, the developer shall provide all water lines and water related facilities necessary to serve the site. Water line and water related facilities shall conform to the city Water System Master Plan.

WASTEWATER

NEW WASTEWATER FACILITIES. Before the issuance of Letters of Acceptance by the Inspection Services Division, the developer shall provide all sanitary sewer lines and wastewater related facilities necessary to serve the site. Sanitary sewer lines and wastewater related facilities shall conform to the city Wastewater System Master Plan.

OTHER REQUIREMENTS

1. **ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS.** All construction activities that disturb one or more acres shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities. [NOI forms are available in the City of Scottsdale One Stop Shop, 7447 East Indian School Road, Suite 100. Contact Region 9 of the U.S. Environmental Protection Agency at 415-744-1500, and the Arizona Department of Environmental Quality at 602-207-4574 or at web site <http://www.epa.gov/region9>.] The developer shall:
 - a. Submit a completed Notice of Intent (NOI) to the EPA.
 - b. Submit a completed Storm Water Pollution Prevention Plan (SWPPP) with the improvement plan submittal to the Plan Review and Permit Services.
2. **NOTICE OF INTENT (NOI).** With the improvement plan submittal to the Plan Review and Permit Services, the developer shall submit a copy of the NOI.
3. **SECTION 404 PERMITS.** With the improvement plan submittal to the Plan Review and Permit Services, the developer's engineer must certify that it complies with, or is exempt from, Section 404 of the Clean Water Act of the United States. [Section 404 regulates the discharge of dredged or fill material into a wetland, lake, (including dry lakes), river, stream (including intermittent streams, ephemeral washes, and arroyos), or other waters of the United States.]
4. **DUST CONTROL PERMITS.** Before commencing grading on sites 1/10 acre or larger, the developer shall have obtained a Dust Control Permit (earth moving equipment permit) from Maricopa County Division of Air Pollution Control. Call the county 602-507-6727 for fees and application information.
5. **UTILITY CONFLICT COORDINATION.** With the improvement plan submittal to the Plan Review and Permit Services, the developer shall submit a signed No Conflict form (not required for city owned utilities) from every affected utility company.

ADDITIONAL INFORMATION FOR CASE 2-MP-2002#2

PLANNING/DEVELOPMENT

1. **DEVELOPMENT CONTINGENCIES.** The approved development program, including intensity, may be changed due to drainage issues, topography, NAOS requirements, and other site planning concerns which will need to be resolved at the time of preliminary plat or site plan approval. Appropriate design solutions to these constraints may preclude achievement of the proposed development program.
2. **DEVELOPMENT REVIEW BOARD.** The City Council directs the Development Review Board's attention to:
 - a. wall and fencing design
 - b. the type, height, design, and intensity of proposed lighting on the site, including sports field lighting to ensure that it is compatible with the adjacent use,
 - c. improvement plans for common open space, common buildings and/or walls, and amenities such as ramadas, pergola and shade structure, trails, paths, landscape buffers and irrigation lake,
 - d. major stormwater management systems and Indian Bend Wash floodplain,
 - e. signage,
 - f. screening of parking areas,
 - g. and neighborhood pedestrian connections.
3. **NATIVE PLANT PRESERVATION.** The owner shall secure a native plant permit as defined in the Scottsdale Revised Code for each parcel. City staff will work with the owner to designate the extent of the survey required within large areas of proposed undisturbed open space. Where excess plant material is anticipated, those plants shall be offered to the public at no cost to the owner in accordance with state law and permit procedure or may be offered for sale.

ENGINEERING

1. **RESPONSIBILITY FOR CONSTRUCTION OF INFRASTRUCTURE.** The developer shall be responsible for all improvements associated with the development or phase of the development and/or required for access or service to the development or phase of the development. Improvements shall include, but not be limited to washes, storm drains, drainage structures, water systems, sanitary sewer systems, curbs and gutters, paving, sidewalks, streetlights, street signs, and landscaping. The granting of zoning/use permit does not and shall not commit the city to provide any of these improvements.
2. **FEES.** The construction of water and sewer facilities necessary to serve the site shall not be in-lieu of those fees that are applicable at the time building permits are granted. Fees shall include, but not be limited to the water development fee, water resources development fee, water recharge fee, sewer development fee or development tax, water replenishment district charge, pump tax, or any other water, sewer, or effluent fee.
3. **STREET CONSTRUCTION STANDARDS.** The streets for the site shall be designed and constructed to the standards in the Design Standards and Policies Manual.
4. **CITY CONTROL OF ACCESS.** The city retains the right to modify or void access within city right-of-way. The city's responsibility to promote safe conditions for the traveling public takes precedence over the stipulations above.

SUPPLEMENTAL INFORMATION FOR CASE 2-MP-2002

SITE DETAILS

EXISTING USE: Former restaurant pad and golf driving range, existing mini-golf, pro-shop and off-leash dog activity area plus unimproved open space.

NUMBER OF BUILDINGS/DESCRIPTION: 1 City of Scottsdale Water Treatment Plant. Chaparral park expansion has 2 new ramadas, 2 new restrooms, 2 new sports fields, modified dog (off-leash) activity area, and xeriscape demonstration project.

PARCEL SIZE: 29-acres with the water treatment plant on a 6.7 +/- acre portion of the site.

BUILDING HEIGHT ALLOWED: 36 feet, 24 feet if within 100 feet of a residential zoning district.

PROPOSED BUILDING HEIGHT: approximate 24 ft. (30 ft. to peak of roof as allowed per Ordinance)

FLOOR AREA: Water treatment plant, 85,000 sq. ft. (more or less)

PARKING REQUIRED: Water treatment plant, 12 spaces required. Park expansion, 128 required.

PARKING PROVIDED: Water treatment plant, 14 spaces provided. Park expansion, 144 spaces provided, (expandable to 168 spaces.)

OTHER: Lighted sports fields. Conforms to Community Services sports fields lighting standards.

TRAFFIC IMPACT STUDY SUMMARY

Traffic generated by the water treatment plant will be low, estimated to be approximately 30 vehicles per day, (including about 1 carbon/chemical truck delivery each 2 days), which will use the McDonald Drive access. The park facilities are estimated to create a total parking demand of 128 parking spaces. This includes about 88 spaces for the new sports fields, 31 spaces for the off-leash area and 9 spaces for the xeriscape garden. A new parking lot for this project will create 144 stalls, expandable to 168. Total park trip generation will be about 844 vehicle trips per day with 282 of these at peak hour. The Water Treatment Plan will generate 30 vehicle trips per day, 10 at Peak Hour. Deceleration lanes are proposed for each drive location on Hayden Road and a right-turn lane will be constructed at McDonald Drive.

Use	Square Feet	Total Trips
Existing Allowed	115,000 sq. ft.	3,896 trip/ day
Proposed WTP	85, 000 sq. ft.	30 trips/ day
Proposed Recreation	-NA-	844 trips/ day
Total Proposed Project	85,000 sq. ft.	874 trips/ day
New Additional	-30,000 sq. ft.	-3,022 trips/ day

Land Use	Daily Total	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Existing/Potential Use	3,896	167	30	197	152	232	384
Proposed Water Treatment Plan	30	-	-	-	2	8	10
Proposed Recreational Use	844	-	-	-	142	140	282
Proposed Use	874	N/A	N/A	N/A	144	148	292
Difference	-3,022				-8	-84	-92

CONCLUSION:

This project will have minimal affect on the operating characteristics of Hayden Road and McDonald Drive and their intersection. The water treatment plant traffic is slight. The only noticeable impact of the recreational uses to the south of the water treatment plant is the westbound left turn at the intersection. The increased delay caused by this turning movement will be taken care of by the addition of the dual left turn bay to be constructed by the City in its capital improvement program in 2003 - 2004.

A Traffic Impact Study has been prepared by the City Transportation Department dated 4/16/2002 and is attached below.

Land Use	Daily Total	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Existing/Potential Use	3,896	167	30	197	152	232	384
Proposed Water Treatment Plan	30	-	-	-	2	8	10
Proposed Recreational Use	844	-	-	-	142	140	282
Proposed Use	874	N/A	N/A	N/A	144	148	292
Difference	-3,022				-8	-84	-92

Conclusion

This project will have minimal affect on the operating characteristics of Hayden Road and McDonald Drive and their intersection. The water treatment plant traffic is slight. The only noticeable impact of the recreational uses to the south of the water treatment plant is the westbound left turn at the intersection. The increased delay caused by this turning movement will be taken care of by the addition of the dual left turn bay to be constructed by the City in its capital improvement program in 2003 - 2004.

A Traffic Impact Study has been prepared by the City Transportation Department dated 4/16/2002.

TRAFFIC IMPACT SUMMARY

Chaparral Park Expansion

2-MP-2002#2

A traffic impact study, by Bolduc, Smiley & Associates is attached to this report.

This staff summary is concerned with the six main areas in the traffic impact review of the park expansion.

- Project generated traffic increases on Hayden Road and McDonald Drive
- Design of two new Hayden Road intersections for park access
- Reconstruction of McDonald / Hayden intersection
- Operation of these three intersections with new park traffic
- Viable alternatives to the Starlight / Hayden / park intersection at peak traffic hours
- Traffic increase on Hayden Road and McDonald Drive

Project generated traffic increases on Hayden Road and McDonald Drive

The new park will generate 844 new trips per day, with 282 being in the PM peak hour. Overall traffic distribution is 25% from the east, 15% from the west, and 30% north and south, with a further refinement on Hayden Road that 70% if from the north and 30% from the south. Southbound Hayden has 14,432 vehicles per day, 0.87% or 126 vehicles added by this project. Northbound Hayden has 12,700 with a 2.3% increase of 296 vehicles. Eastbound and westbound McDonald have about 11,000 vehicles per day in each direction and this project will add less than 1% to that volume.

Design of two new Hayden Road intersections for Park access

There will be a new median break on Hayden Road for the north park access. It will provide the left in movement for southbound Hayden Road traffic, and right in and out movements for northbound Hayden Road traffic, with the left-turn movement out of the site prohibited.

The new south driveway on Hayden will align with the existing Starlight Way to the west. The intersection will be reconstructed to allow full access in all directions, with new dedicated right-turn lanes provided in all four directions. A southbound left-turn bay will be added in the Hayden median.

Reconstruction of McDonald / Hayden intersection

The City will reconstruct this intersection in 2004, with dual lefts and dedicated right turn bays in all directions.

Operation of intersections with new Park traffic

Intersections are rated from level of service (LOS) A to F, with LOS A the best, based on seconds of vehicular delay during the busiest hour, usually the PM peak hour.

New North Park Access

Hayden and the new north driveway will operate at an acceptable LOS C or better.

Hayden / Starlight / Park Access

This intersection will operate at LOS C or better except for the eastbound left turn out at Starlight and the new westbound left turn from the park, which will both be at LOS F. This is typical for stop sign controlled intersections accessing six lane arterials, as is the case for this location on Hayden Road.

McDonald and Hayden

After the intersection is rebuilt, the overall intersection will operate at a LOS C in the peak hour, with the westbound to southbound left turn delay improving from LOS F to LOS D.

Alternatives to the Starlight / Hayden / Park intersection

At Starlight, because of this poor level of service, staff and traffic consultant are recommending the addition of an eastbound to southbound dedicated right-turn lane. This will free up the queue for through and left turn movements. However, even with this right turn lane, left turns will experience significant delay during periods of heavy volume on Hayden Road. It should be noted that drivers in the Starlight area have alternate routes to traffic signals that can be used to eliminate the need to make this left turn maneuver from a stop controlled condition. Seventy-eighth Street is a collector type of street that runs parallel to Hayden Road, ¼ mile to the west. Seventy-eighth Street is signalized at its intersection with McDonald Drive and offers a convenient alternate route to the Hayden Road signal for drivers in this area who want to go to the north. Similarly, southbound drivers can use the Hayden Road signalized access at Jackrabbit via 78th Street.

Similarly, across Hayden Road at the new south park entrance, the through and left turns will be isolated from the right turns by a dedicated turn bay; nevertheless, left turns out will operate at LOS F during the peak hour. However, as on the Starlight side of Hayden, alternative signalized Hayden Road access is available. The parking areas that are being constructed with the Chaparral Park expansion will be linked to existing parking areas, which are in place for existing facilities. These existing parking areas have access to Jackrabbit Road approximately ¼ mile to the south, which has a signalized intersection with Hayden Road. It is anticipated that during peak traffic periods drivers who experience long delays trying to make the westbound to southbound left turn at the south driveway may choose to circulate through the linked parking areas to use the Jackrabbit/Hayden traffic signal to accomplish this maneuver.

Traffic increase on Hayden Road and McDonald Drive

The park expansion will generate a total of 844 new daily trips to and from the two new drives to Hayden Road. Currently Hayden Road has a daily traffic volume of 27,000 vehicles and operates well under its daily capacity of 55,000. Similarly McDonald Drive, with a capacity of 30,000 to 35,000 vehicles per day currently has a daily volume of 23,000 vehicles. This project will minimally increase those volumes - increasing Hayden Road volume just south of McDonald Drive by about 2%, and on McDonald Drive just east of Hayden Road by about 1%.

Traffic on Hayden Road will increase significantly in future years as the Loop 101 exceeds capacity, and traffic shifts back to Hayden. The alternatives to the Hayden / Starlight intersection will then increase in significance. There should not be a signal located at Starlight and Hayden, because it is too close to the Hayden and McDonald intersection, and it would impede traffic flow by interrupting traffic signal progression timing on Hayden.

Conclusion

- Projected increases in traffic levels on Hayden Road and McDonald Dr. to/from the park are minimal, generally ranging from 1-2%.
- The City should not encourage the installation of a traffic signal at the Hayden / Starlight intersection in the future because of the opportunities for satisfactory alternative signalized access to the east and west.
- Dedicated right turn bays should be installed on the eastbound and westbound approaches at Hayden / Starlight to improve intersection operation by bringing through and left turn vehicles to the front of the queues.
- At the proposed north park entrance on Hayden Road, coordination with the design of the Hayden / McDonald year 2003 / 2004 intersection reconstruction must insure that there is adequate room for southbound left-turn storage for the park in the Hayden median relative to northbound left-turn storage for the Hayden / McDonald intersection, otherwise the southbound park left-turn bay must be considered for removal.

TRAFFIC IMPACT STUDY

FOR

CHAPARRAL PARK EXPANSION

AT

SOUTHEAST CORNER OF HAYDEN ROAD & McDONALD DRIVE

SCOTTSDALE, ARIZONA

PREPARED FOR

CITY OF SCOTTSDALE

BY:

Bolduc, Smiley & Associates, Inc.
5080 North 40th Street, Suite 250
Phoenix, Arizona 85018

January 8, 2003

ATTACHMENT #7A

**TRAFFIC IMPACT STUDY
FOR
CHAPARRAL PARK EXPANSION
SCOTTSDALE, ARIZONA**

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**TRAFFIC IMPACT STUDY
FOR
CHAPARRAL PARK EXPANSION
SCOTTSDALE, ARIZONA**

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1. INTRODUCTION

PURPOSE OF REPORT

The purpose of this Report is to present the assumptions, analyses and results of a Traffic Impact Study for a proposed expansion of Chaparral Park in Scottsdale, Arizona. The geographical area for the park expansion is at the southeast corner of Hayden Road and McDonald Drive, and along the east side of Hayden Road south of McDonald Drive.

The staff of the City of Scottsdale Transportation Department had prepared a Traffic Impact Study for this site, which was dated April 16, 2002. Subsequent proposed geometric improvements on Hayden Road and at the Hayden/McDonald intersection have created the need to update the capacity analysis at the park's proposed driveways and at the Hayden/McDonald intersection.

INITIATING SOURCE

This Traffic Impact Study was conducted at the request of City of Scottsdale Transportation Department.

REPORT FORMAT

This report is organized into the following sections:

1. **INTRODUCTION** - Description of the purpose of the Traffic Impact Study and report format.
2. **PROPOSED EXPANSION** - Description of the site location, site plan and site expansion details.
3. **PROPOSED GEOMETRIC IMPROVEMENTS** - Description of proposed geometric improvements on Hayden Road.
4. **EXISTING/PROJECTED TRAFFIC VOLUMES** - Description of existing traffic volumes, site trip generation, traffic assignment and combined existing plus site traffic volumes.
5. **TRAFFIC CAPACITY ANALYSIS** - Description of levels of service analyses.
6. **CONCLUSIONS** - Conclusions of the Traffic Impact Study.

2. PROPOSED EXPANSION

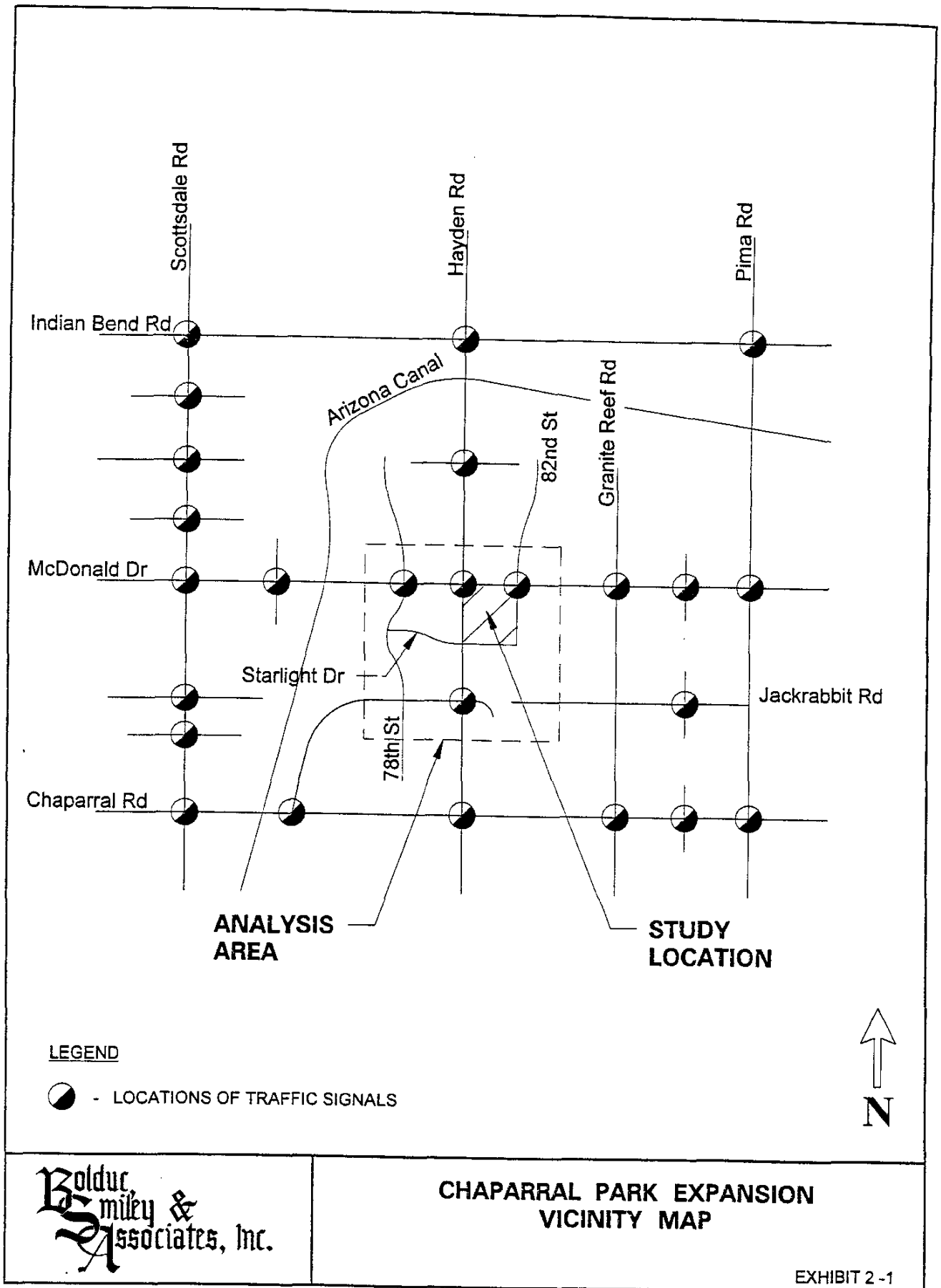
SITE LOCATION

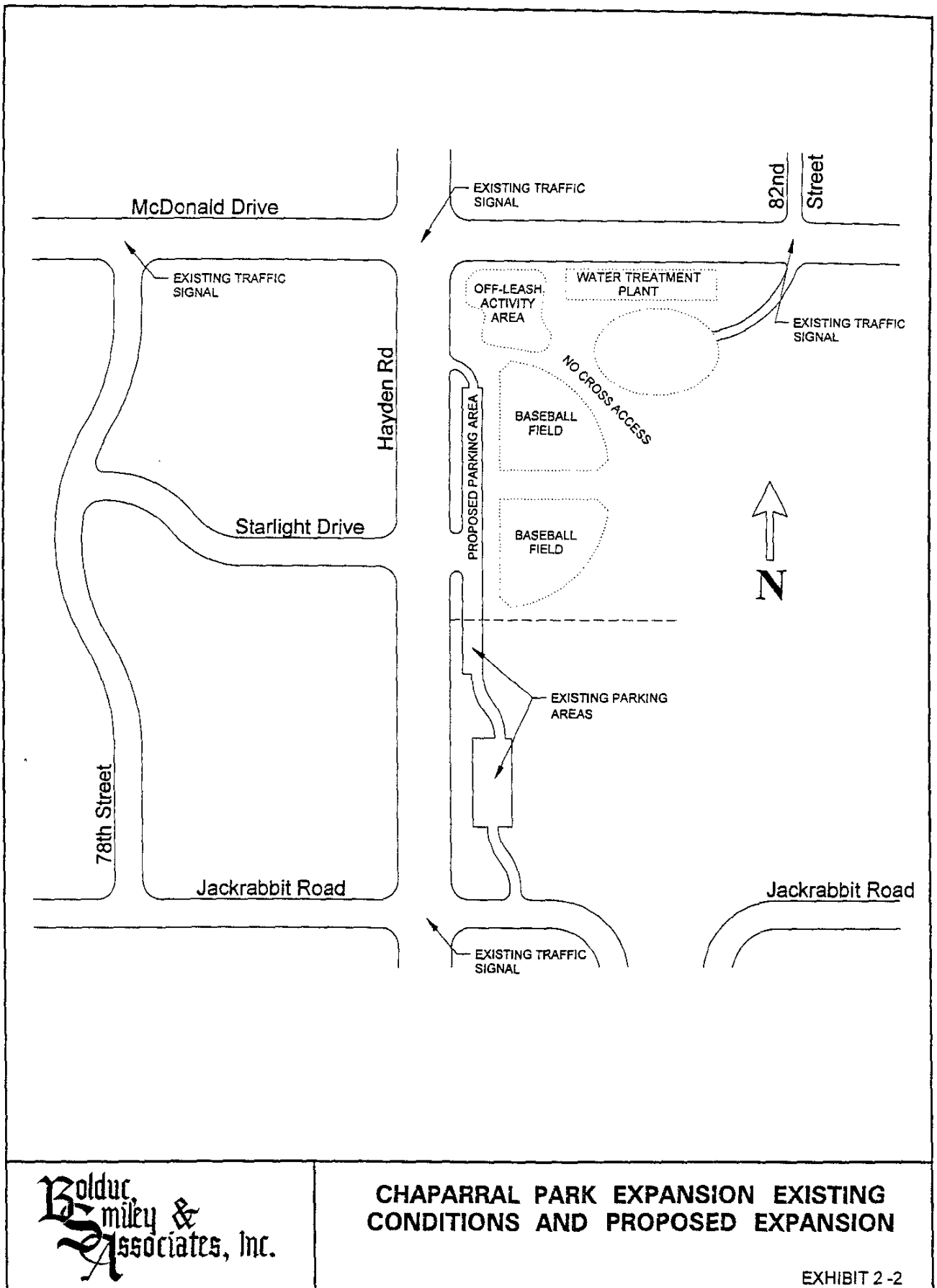
The location of the study is shown on Exhibit 2-1. The general relationship of the proposed Chaparral Park expansion and the proposed City of Scottsdale Water Treatment Plant to the surrounding roadway network is shown on Exhibit 2-2.

SITE EXPANSION DETAILS

The park expansion and proposed water treatment plant is proposed to cover approximately 29 acres. The City of Scottsdale water treatment plant would comprise approximately 7 acres. The balance of the site would have parking spaces for 144 vehicles (expandable to 168 spaces). The uses would include the parking lot, two lighted multi-use playing fields, and a dog play zone, all located south of McDonald Drive and east of Hayden Road. An existing underpass under McDonald Drive would provide access for pedestrian traffic to terraced xeriscape gardens and a reshaped irrigation reservoir which will be located on the northeast corner of McDonald Drive and Hayden Road.

Access to the park site discussed above would be via two driveways on Hayden Road. One driveway entrance would be at the Hayden Road and Starlight Drive intersection. The other one would be located approximately midway between Starlight Drive and McDonald Drive. The water treatment plant site access will be at the existing signalized intersection of McDonald Drive and 82nd Street. There will be no vehicular connections linking the water treatment plant and the expanded park facilities. As a result, traffic being generated by the park expansion will not be able to utilize the 82nd Street traffic signal. Traffic generated from the proposed water treatment plant is low, estimated to be approximately 30 vehicle trips ends per day. At the southern segment of the McDonald Drive/82nd Street intersection, the existing driveway to the site will be offset about 35 feet to the west of the alignment of the northern portion of 82nd Street. Water treatment plant traffic will be about 20 trips per day from/to the east and 10 trips per day from/to the west. The primary trips into and out of the facility will be for maintenance personnel. Because of the existing traffic signal time allocated to the north leg of the 82nd Street signal, the level of service will not be degraded by the current site access at 82nd Street. Approximately one large (semi-truck) chemical truck will enter and leave the site every other day. Peak hour traffic is estimated to not exceed 10 trips from the water treatment plant.

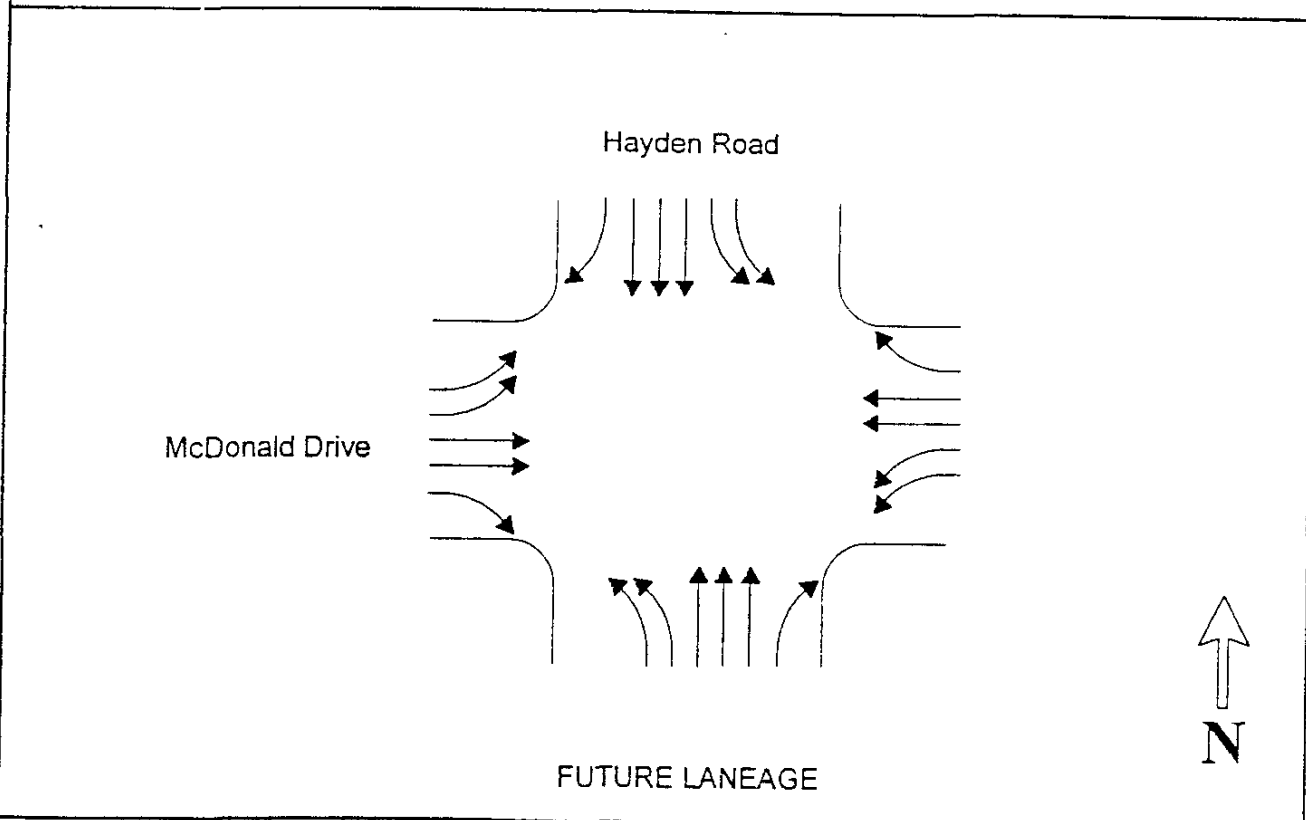
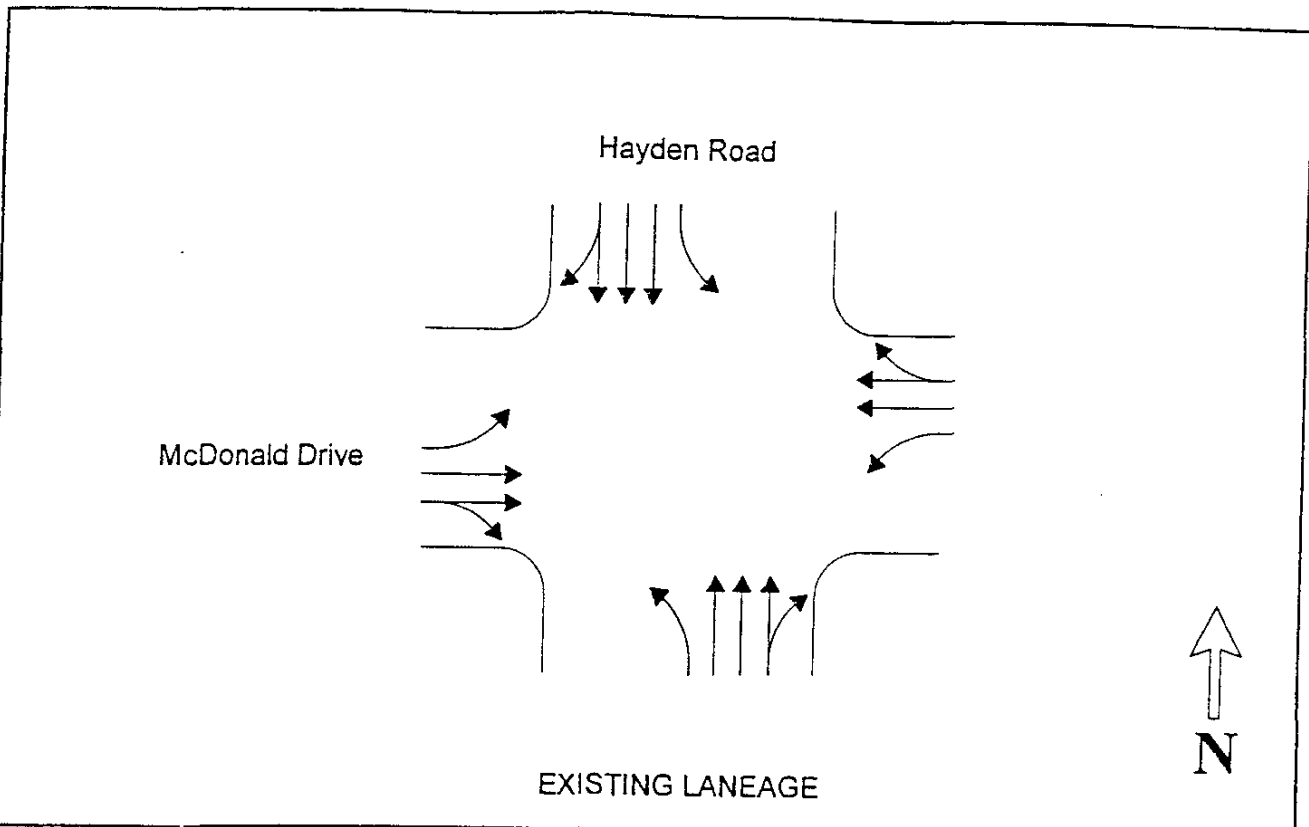




**Bolduc
miley &
Associates, Inc.**

CHAPARRAL PARK EXPANSION EXISTING CONDITIONS AND PROPOSED EXPANSION

EXHIBIT 2-2



Bolduc
Smiley &
Associates, Inc.

**HAYDEN ROAD AND MCDONALD DRIVE
EXISTING AND FUTURE LANEAGE**

EXHIBIT 2 -3

3. PROPOSED GEOMETRIC IMPROVEMENTS

IMPROVEMENTS ON HAYDEN ROAD

There are several geometric modifications proposed on Hayden Road adjacent to the park site. They include:

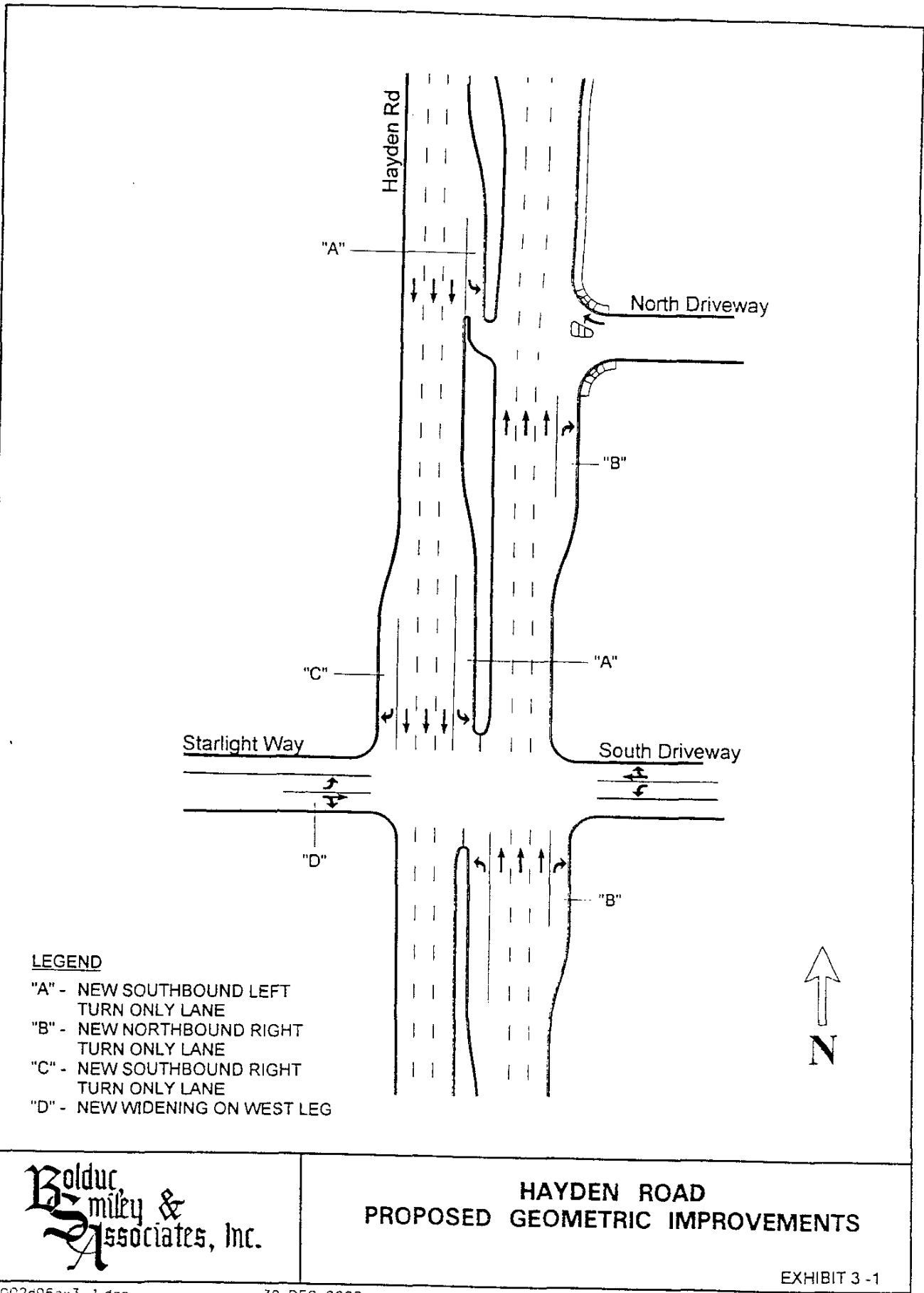
- Modification of the raised center median to provide a southbound left turn lane at the northerly entrance to the park.
- Modification of the raised center median to provide a southbound left turn lane for the southerly entrance, which will form the east leg of the existing Hayden Road/Starlight Drive intersection.
- New separate right turn only lanes for northbound traffic on Hayden Road at both of the new entrances.
- A new separate right turn only lane with storage for southbound traffic at the Starlight Drive intersection.

Although not currently included in this list of improvements that are being included on Hayden Road, this traffic impact study is recommending that an additional eastbound lane be added on Starlight Drive at Hayden Road. Analysis is showing that the eastbound left turn on Starlight Drive will operate at a low level of service during peak hours of traffic on Hayden Road. The additional lane will serve both through and right turning vehicles with the same lane configuration as the new east leg (the leg serving the peak expansion). Because there will be few vehicles traveling straight through, this new lane will function primarily as a right turn only lane, which will allow right turning traffic to move onto Hayden Road without being queued behind a left turning vehicle.

Exhibit 3-1 shows the details for the geometric modifications discussed above. At the north park entrance, the median island configuration and channelization at the driveway itself will allow only the southbound left turn off of Hayden Road, a northbound right turn into the park, and a westbound right turn leaving the park. At the Hayden Road/Starlight Drive/southern driveway intersection, all movements will be allowed.

FUTURE INTERSECTION UPGRADE

The City 5-Year Capital Improvement Program is proposing to improve the Hayden and McDonald intersection by adding dual left turn lanes on each approach to this intersection, right turn lanes on each approach, bike lanes, improving raised landscaped medians, providing bus pullouts where feasible, and continuing the three-through (north/south) and two-through (east/west) lanes. The current construction target is fiscal year 03/04.



4. EXISTING/PROJECTED TRAFFIC VOLUMES

EXISTING TRAFFIC VOLUMES

A traffic volume count was conducted by Traffic Research & Analysis in November 2002 for Bolduc, Smiley & Associates, Inc. The traffic volumes from this count are shown on Exhibit 4-1. Exhibit 4-2 shows the average daily traffic volumes for Hayden Road and McDonald Drive at this intersection. These volumes were taken from the 1999-2000 City of Scottsdale Traffic Volume Publication.

PROJECTED SITE TRAFFIC VOLUMES

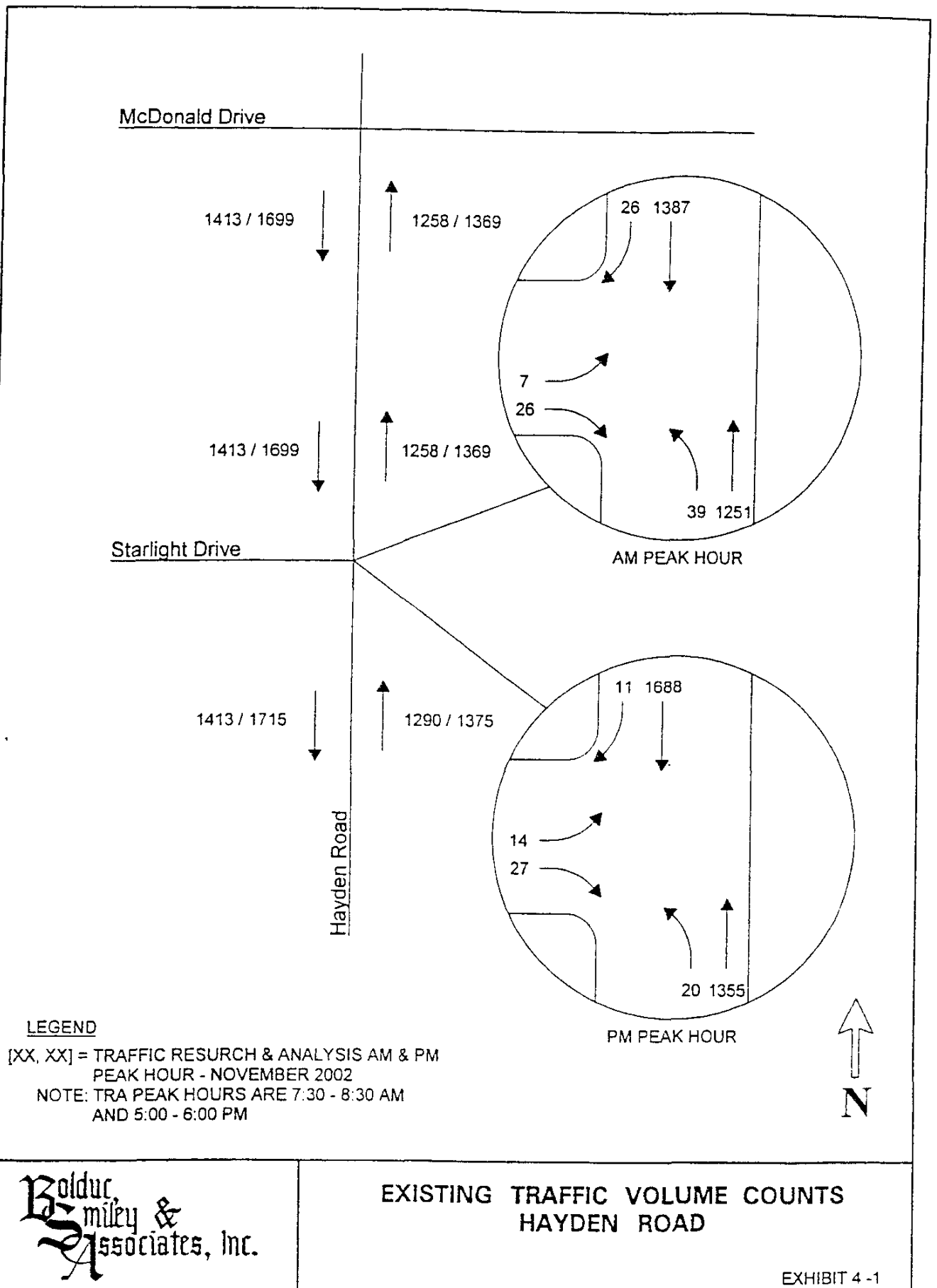
The City of Scottsdale Traffic Impact Study of April 16, 2002 contains traffic volume projections for the water treatment plant and the park expansion. It was concluded by Bolduc, Smiley & Associates, Inc. that for the purposes of this Traffic Impact Study the City of Scottsdale projections are reasonable and will be used in this study.

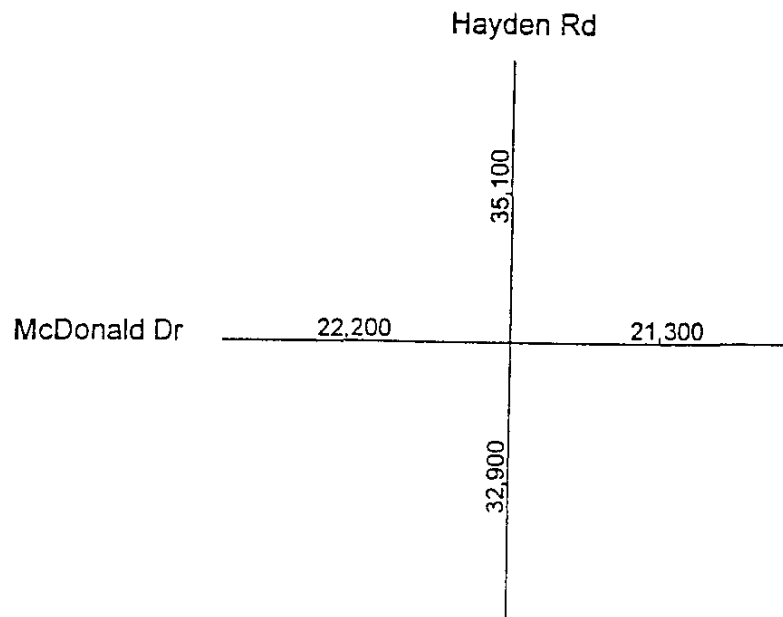
The water treatment plant during the PM peak hour is expected to generate 10 vehicle trips – two inbound trips and eight outbound trips. The park site is expected to generate 282 vehicle trips during the PM peak hour, with 142 inbound trips and 140 outbound trips.

Exhibit 4-3 shows the PM peak hour trip assignments for the water treatment plant access point on McDonald Drive at 82nd Street. The exhibit also shows the assignments for the two access points to the Chaparral Park expansion site along Hayden Road. This study assumes that approximately 25% of the daily and peak hour trips coming to the park will have origins/destinations from the east, 15% will have origins/destinations from the west, and 30% will have origins/destinations from both the north and the south. When these origins and destinations are assigned to the street system and the driveways serving the site, they result in 70% of the site generated traffic coming from the north and 30% from the south.

EXISTING TRAFFIC PLUS SITE GENERATED TRAFFIC

The combination of existing traffic plus site generated traffic is shown on Exhibit 4-4. The volumes shown are for the PM peak hour condition.





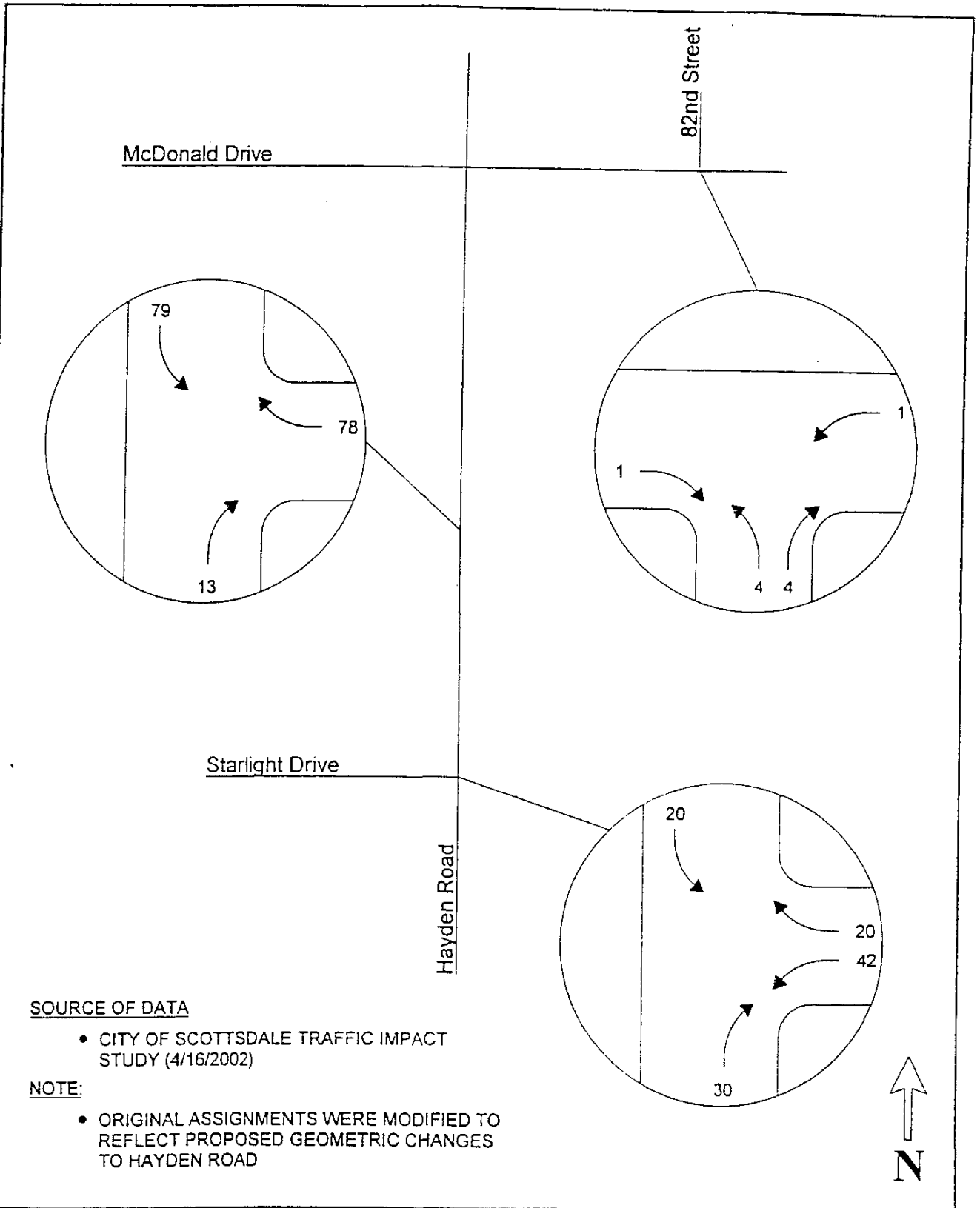
- VOLUMES ARE IN VEHICLES PER DAY
- SOURCE: CITY OF SCOTTSDALE
1999-2000 AVERAGE DAILY
VOLUMES BY SEGMENT



**Bolduc,
Smiley &
Associates, Inc.**

**CITY OF SCOTTSDALE AVERAGE
DAILY TRAFFIC VOLUMES
HAYDEN ROAD AT MCDONALD DRIVE**

EXHIBIT 4 -2



SOURCE OF DATA

- CITY OF SCOTTSDALE TRAFFIC IMPACT STUDY (4/16/2002)

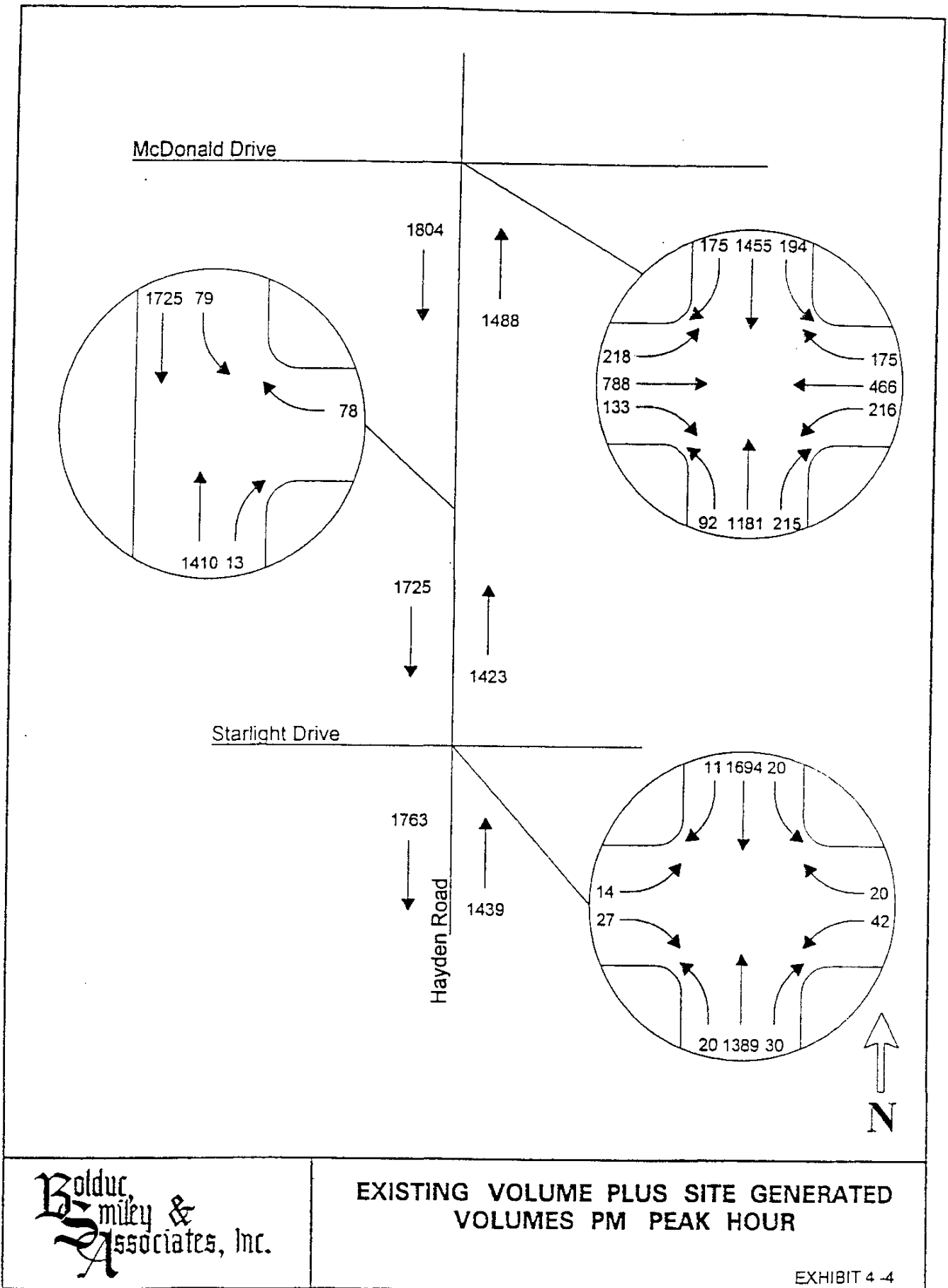
NOTE:

- ORIGINAL ASSIGNMENTS WERE MODIFIED TO REFLECT PROPOSED GEOMETRIC CHANGES TO HAYDEN ROAD

**Baldur
Smiley &
Associates, Inc.**

**TRAFFIC VOLUMES THAT WILL BE
GENERATED BY THE PARK EXPANSION
PM PEAK HOUR**

EXHIBIT 4 -3



**Bolduc
Smiley &
Associates, Inc.**

**EXISTING VOLUME PLUS SITE GENERATED
VOLUMES PM PEAK HOUR**

EXHIBIT 4-4

IMPACT ON THE INTERSECTION OF HAYDEN ROAD AND McDONALD DRIVE

The November 2002 approach volumes and turning movement volumes for Hayden Road and McDonald Drive include daily and hourly traffic volumes. On a daily basis, the park expansion will add a total of 126 vehicle trips to the 16,450 vehicles per day that are southbound on Hayden Road, or an increase of 0.77% for a total of 16,576 vehicles per day. Northbound, a total 296 vehicle trips will be added to the 16,450 vehicles per day that are northbound on Hayden Road, north of the proposed site accesses, for an increase of 1.8% and a total of 16,746 vehicles per day.

Similarly, traffic generated from the park expansion site utilizing McDonald Drive will add 107 vehicle trips eastbound, east of Hayden Road, to the current 10,650 vehicles per day, for an increase of 1% and a total volume of 10,757 vehicles per day. Westbound traffic on McDonald Drive west of Hayden Road will be increased by 63 vehicle trips per day to the current volume of 11,100 vehicles per day, for an increase of 6/10 of 1% and a total volume of 11,163 vehicles per day.

Peak hour traffic for the park expansion is anticipated to add 98 vehicle trips per hour to northbound Hayden Road north of the site access driveways, and 43 vehicle trips on northbound Hayden Road south of the access drives. This compares to current PM peak hour traffic on northbound Hayden Road of about 1,375 vehicles per hour. The project will also add about 99 vehicle trips per hour to southbound Hayden Road north of the Starlight Drive intersection, and 42 vehicle trips per hour to southbound Hayden Road south of the intersection. This traffic compares to the background 5-6 PM peak hour Hayden Road southbound traffic levels of about 1,715 vehicles per hour. Exhibit 4-4 shows the current PM peak hour turning movement volumes at the Hayden Road/McDonald Drive intersection and the "existing plus site generated" volumes.

McDonald Drive carries 1,197 vehicles per hour eastbound west of Hayden Road during the PM peak hour. About 21 vehicles will be added to both eastbound and westbound McDonald Drive traffic during the PM peak hour west of Hayden Road.

WATER TREATMENT PLANT

PM Peak hour traffic for the water treatment plant which occurs between 5 to 6 PM is anticipated to add approximately 10 vehicle trips per hour to traffic on McDonald Drive. These trips would be relatively insignificant compared to the 796 PM peak hour westbound volume on McDonald east of Hayden Road. Chemical truck deliveries to the site will occur during the day and not during peak hour periods.

5. TRAFFIC CAPACITY ANALYSIS

LEVELS OF SERVICE ANALYSES

Beginning in 1965, a level of service (LOS) concept has been used in traffic engineering to describe the quality of traffic flow, and the degree of congestion a driver can expect. The concept defines the near-capacity condition as Level of Service "E", while the free-flow condition under which a driver would experience very little, or no delay, is defined as Level of Service "A". Capacity analysis is the procedure used to compare the forecast traffic volume with the theoretical carrying capacity of an intersection. The output, or results of the capacity analysis, is an estimator of the quality of flow for that intersection.

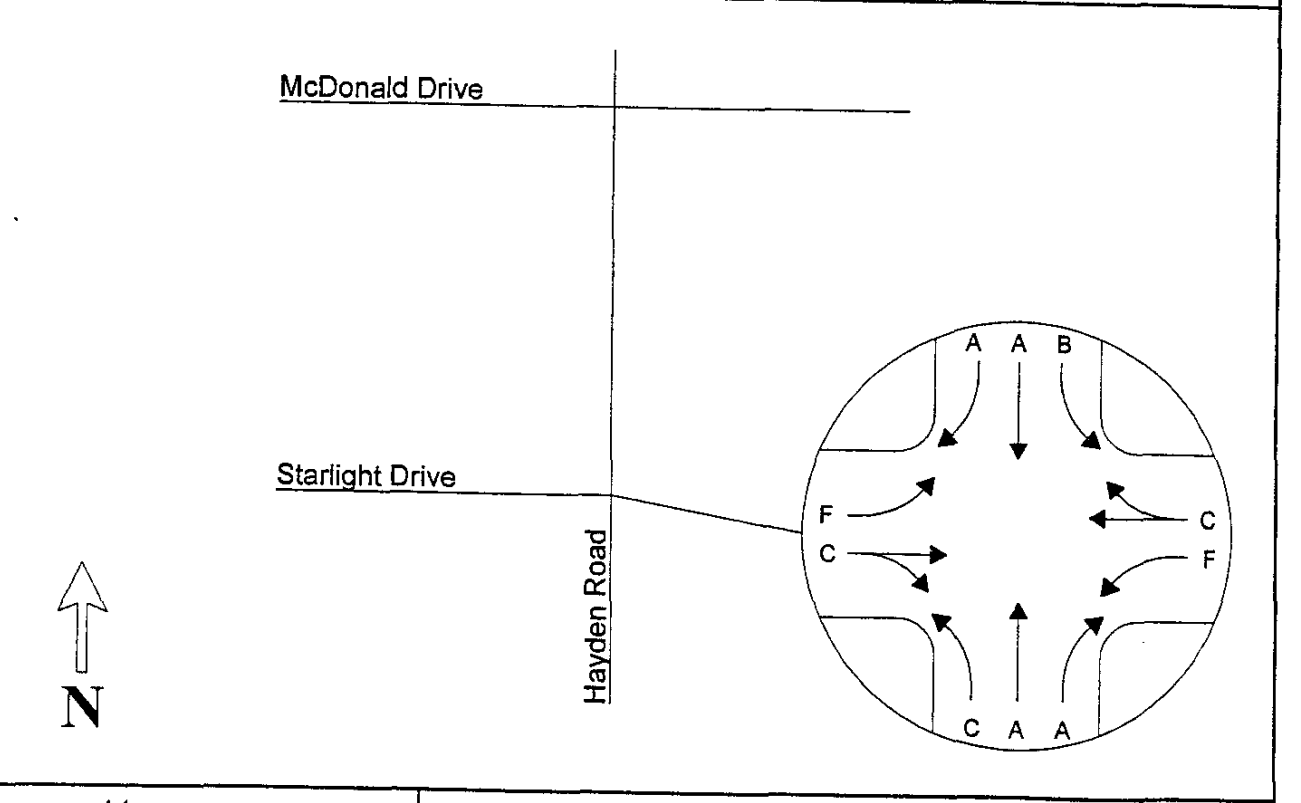
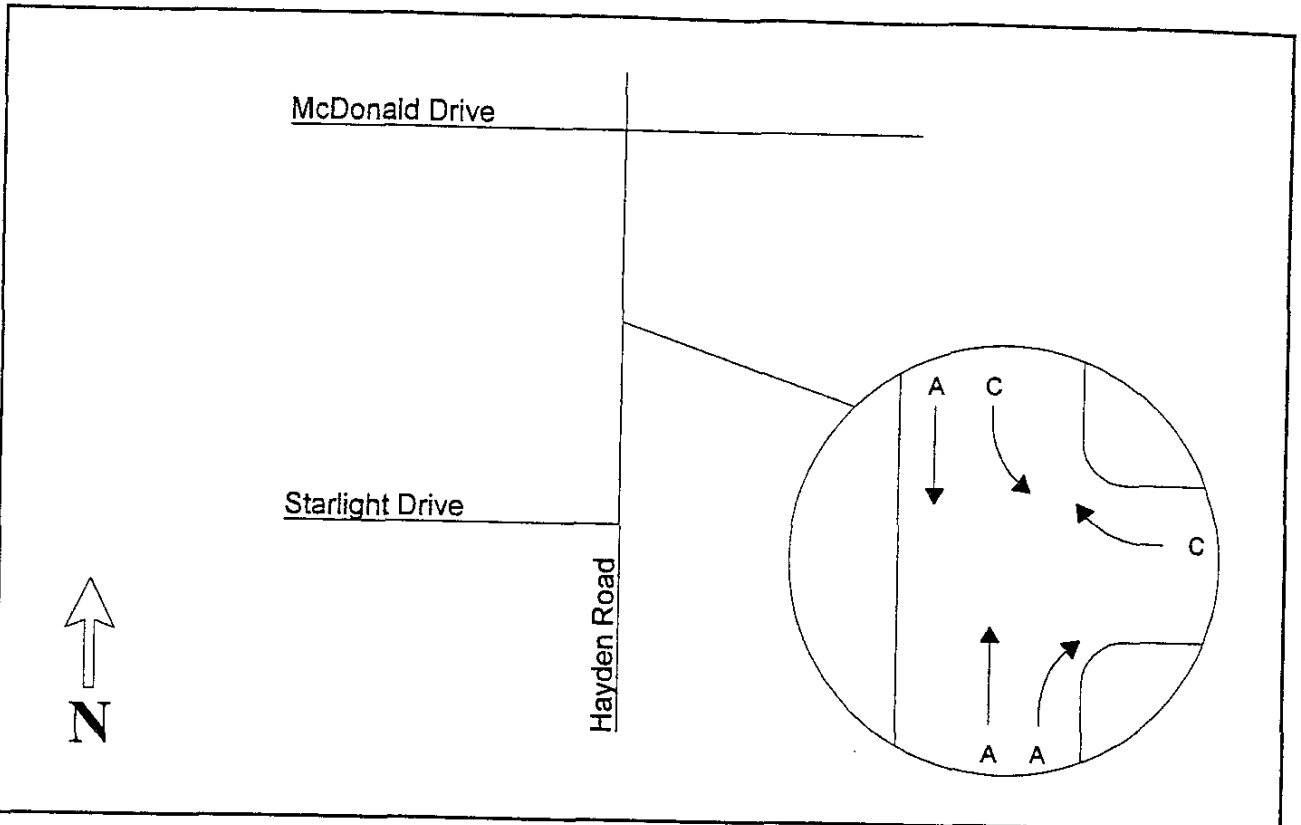
The current Highway Capacity Software (HCS) for unsignalized intersections was used to perform capacity analyses for the existing plus site conditions at the two access points to Chaparral Park on Hayden Road. The HCS computer programs are based on the methodology presented in the Highway Capacity Manual.

Unsignalized Intersection Analyses – Hayden Road at the North Driveway and Starlight Drive/South Driveway

The level of service for an unsignalized intersection is based on average total delay. The criteria for Levels of Service "A" through "F" for stop-controlled intersections are shown in the following table.

Level of Service	Average Total Delay (Sec/Veh)
A	≤ 5
B	$> 5 \text{ and } \leq 10$
C	$> 10 \text{ and } \leq 20$
D	$> 20 \text{ and } \leq 30$
E	$> 30 \text{ and } \leq 45$
F	> 45

The combination of existing traffic and site generated PM peak hour traffic volumes shown on Exhibit 4-3 were utilized to perform the capacity analyses. The computer worksheets for the analyses can be found in the Appendices. The worksheets also include the laneage assumptions for the analysis. Exhibit 5-1 shows the results of the analyses. The following discussion summarizes the results of these analyses.



Bolduc, milley & Associates, Inc.

**UNSIGNALIZED INTERSECTION
PM PEAK HOUR LEVELS OF SERVICE**

EXHIBIT 5-1

Hayden Road & North Driveway

- The northbound and southbound through movements on Hayden Road will operate at Level of Service "A".
- The southbound left turn movement from Hayden Road into the parking lot will operate at Level of Service "C".
- The westbound right turn movement of vehicles exiting the parking lot and going north on Hayden Road will operate at Level of Service "C".

Hayden Road & Starlight Drive/South Driveway

- The northbound and southbound through movements on Hayden Road will operate at Level of Service "A".
- The southbound left turn from Hayden Road into the southernmost driveway will operate at Level of Service "B".
- The southbound right turn movement which will accommodate traffic from southbound Hayden Road turning onto westbound Starlight Drive will operate at Level of Service "A".
- The northbound left turn movement from Hayden Road onto Starlight Drive will operate at Level of Service "C".
- The westbound left turn movement which will be traffic trying to exit the parking area via the southernmost driveway will operate at Level of Service "F". It should be noted that the parking areas that are being constructed with the Chaparral Park expansion will be linked to existing parking areas which are in place for existing facilities. These existing parking areas have access to Jackrabbit Road approximately ¼ mile to the south and Jackrabbit Road, in turn, has a signalized intersection with Hayden Road. It is anticipated that, during periods when high traffic volumes on Hayden Road create long delays for drivers trying to make the westbound to southbound left turn at the south driveway, many of these drivers will circulate through the linked parking areas to use the Jackrabbit/Hayden traffic signal to accomplish this maneuver.
- However, the westbound right turn movement will operate at Level of Service "C". This westbound right turn will take place from a lane that will be designated as a shared through movement and right turn movement. It is anticipated that there will be few vehicles traveling straight through; therefore, the lane will function as a right turn only lane.

- The eastbound combined left, through and right movements from Starlight Drive will also experience Level of Service "F" operation. It is because of the poor level of service that this study is recommending the addition of an additional approach lane on Starlight Drive. This new lane will serve as a shared through and right turn lane. It is not anticipated that any significant through traffic will make this movement; therefore, the new lane will operate as an exclusive right turn lane. However, even with this new lane, left turns will experience significant delay during periods of heavy volume on Hayden Road. It should be noted that drivers in this area have alternate routes that can be used to eliminate the need to make this left turn maneuver. 78th Street is a collector type facility that runs parallel to Hayden Road, approximately ¼ mile to the west. 78th Street is signalized at its intersection with McDonald Drive and offers a convenient alternate route for drivers in this area who want to go to the north to McDonald Drive, then distributed to the east or west. The same is true if drivers go south on 78th Street to its intersection with Jackrabbit Road. The 78th Street/Jackrabbit Road intersection is not signalized; however, volumes on Jackrabbit are low and the turn from 78th Street can be made with little delay. Drivers can then gain access to Hayden Road at the Hayden/Jackrabbit traffic signal.

ANALYSIS OF THE HAYDEN/MCDONALD INTERSECTION

With the addition of the project, the operation of the Hayden Road and McDonald Drive intersection worsened slightly with the average delay per vehicle increasing from 29.0 seconds to 34.0 seconds, both of which are Level of Service "C". Primarily, the westbound left turning traffic would be impacted the most with the average delay per left turning vehicle increasing by 12.0 seconds. However, as stated above, there is a Capital Improvement Project planned for this intersection that would include dual left lanes and right turn only lanes on each approach to the intersection. With these improvements, the delay for westbound left turning vehicles is reduced to 42.0 seconds, (Level of Service "D"), and overall delay for the intersection is reduced to 23.1 seconds per vehicle, which is Level of Service "C". The results of this capacity analyses for PM peak hour conditions with existing volumes and existing plus site generated traffic volumes are summarized in Exhibit 5-2.

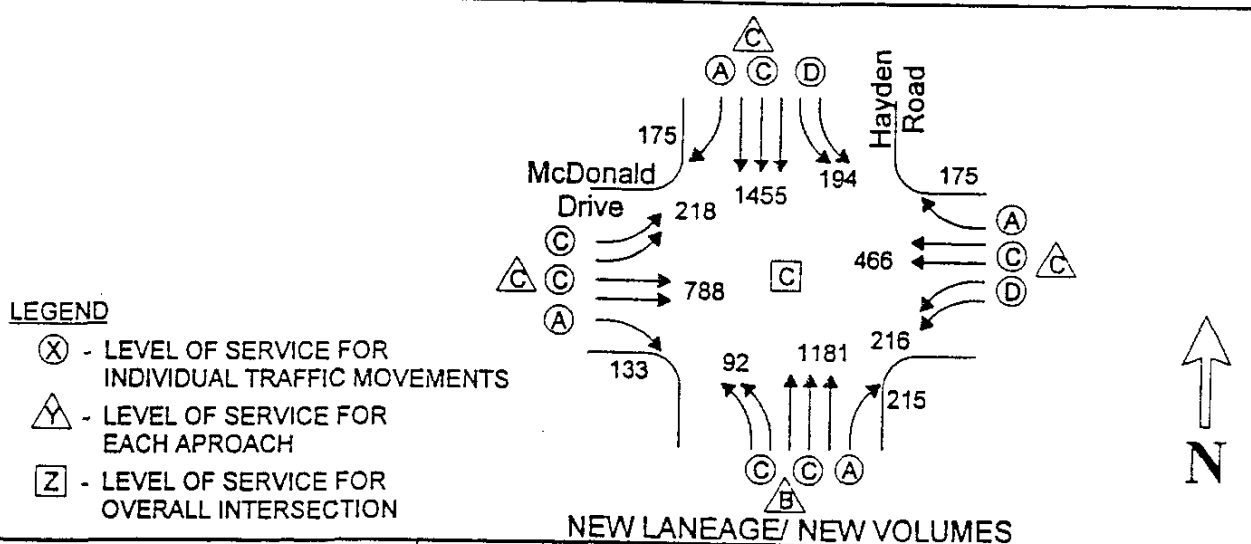
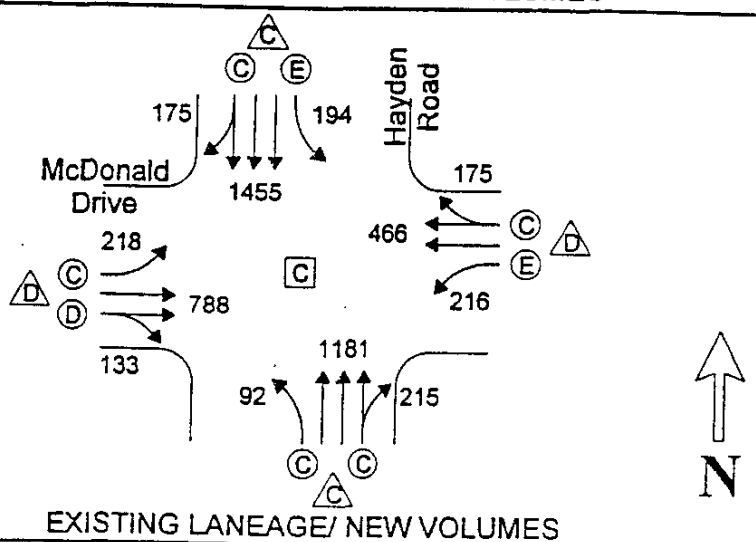
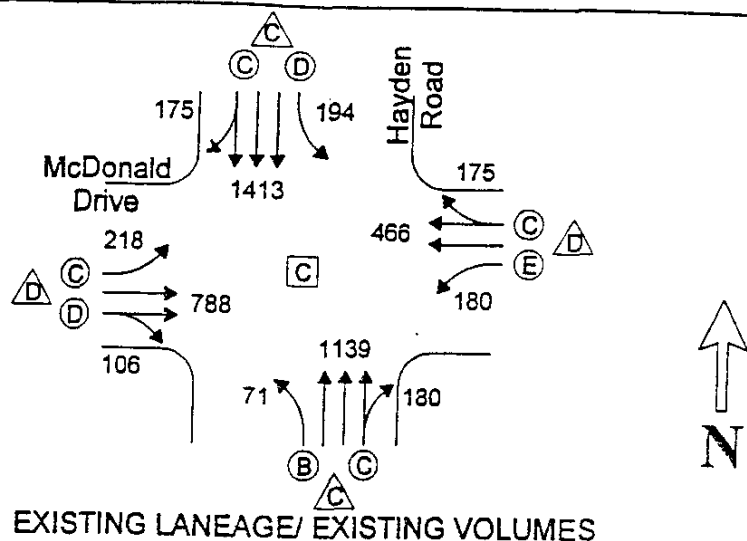
TRAFFIC SIGNALS

Neither of the two new intersections on Hayden Road will be considered for a traffic signal in the future.

For a traffic signal to be considered at an intersection, specific numerical traffic volume related warrants have to be met. These warrants are not met with the traffic volumes that are using Starlight Drive. A review of the area bound by McDonald Drive, Hayden Road, Jackrabbit Road and the Arizona Canal shows that this area is

completely built out. Therefore, it is unlikely that traffic volumes on Starlight Drive will increase in the future to a level that will meet these numerical warrants.

The City of Scottsdale employs a City-wide computerized traffic signal control system that provides a high level of traffic signal coordination. This coordination allows the City to establish signal progression along its major streets, such as Hayden Road. An efficient signal progression system minimizes the number of times a driver has to stop or slow while traveling on these major streets, which results in reduced driver delay. The success of a traffic signal progression system is due in large part to the spacing of the traffic signals along a street. On the 6-mile long section of Hayden Road between Oak Street on the south and Via de Ventura on the north, a high level of signal progression is maintained because the City has only allowed traffic signals to be installed at the major streets and mid-mile collector streets. This results in traffic signals being basically one half mile apart. The Starlight Drive intersection on Hayden Road is approximately 1,540 feet north of Jackrabbit and 1,100 feet south of McDonald. As a result, an additional traffic signal in this area would be very detrimental to signal progression and traffic operation on Hayden Road. Existing traffic volumes on Hayden Road are lower than before the opening of the Pima Freeway. However, it is anticipated that Hayden Road will eventually return to the traffic volume conditions that were being experienced prior to the construction of the freeway, and carrying capacity must be preserved because the Pima Freeway is near or at peak capacity at present and the parallel arterials (Pima Road first, and then Hayden Road and Scottsdale Road) will return to capacity conditions in a few years with continued regional growth.



LEGEND

- (X) - LEVEL OF SERVICE FOR INDIVIDUAL TRAFFIC MOVEMENTS
- (Y) - LEVEL OF SERVICE FOR EACH APPROACH
- (Z) - LEVEL OF SERVICE FOR OVERALL INTERSECTION

Bolduc, Miley & Associates, Inc.

**HAYDEN ROAD AND MCDONALD DRIVE
TRAFFIC VOLUMES, LANEAGE, AND
LEVELS OF SERVICE**

EXHIBIT 5-2

SOUTHBOUND LEFT TURN QUEUE LENGTHS

An analysis was conducted to determine the left turn lane storage requirements for the two southbound left turn lanes on Hayden Road at the driveways serving the new park facility. The goal is to provide left turn lanes which will function without vehicles backing into the through lane and to ensure that adequate distance is available for the dual northbound to westbound left turn lanes at the McDonald/Hayden intersection. The north access point is projected to have a southbound left turn volume of 79 vehicles. This equates to a maximum equivalent hourly flow rate of 85 vehicles per hour when a peak hour factor of 0.92 is utilized. This volume equals approximately 80% of the total estimated southbound left turn demand, with the other 20% using the Hayden Road and Starlight Drive intersection.

Using the north driveway's capacity analysis data for the southbound left turn, we find the v/c ratio is 0.20, the control delay is 15.6 seconds per vehicle, and the movement capacity is 424 vehicles per hour.

According to the Highway Capacity Manual 2000 (page 17-22), *"Theoretical studies and empirical observations have demonstrated that the probability distribution of queue lengths for any minor movement at an unsignalized intersection is a function of the capacity of the movement and the volume of traffic being served during the analysis period"*. Exhibit 17-19 on page 17-23 was used to estimate the 95th-percentile queue length for any minor movement at an unsignalized intersection during the peak 15-minute period.

Using the v/c/ ratio of 0.20 and hourly flow rate of 85 vehicles per hour, Exhibit 17-19 shows that the southbound left turn lane at the north driveway will have a maximum of one vehicle queued in this lane 95% of the time. A preliminary median design for this section of Hayden Road for the two left turn lanes serving the park expansion and the dual northbound to westbound left turn lanes at McDonald/Hayden show that the southbound left turn lanes on Hayden can be built with 100 feet of left turn storage. The 100 feet of storage would provide for four vehicles, and there would appear to be an acceptable factor of safety to assure that there would be no southbound left turning vehicles backing up into the through lane on Hayden Road while still providing adequate storage at the Hayden/McDonald intersection.

If, after the expansion of Chaparral Park and the construction of the intersections on Hayden Road that will serve this facility, operational problems with the left turn movements at the Starlight Drive/south driveway intersection are experienced, the City may want to consider modifying the median island configuration on Hayden Road. These modifications may need to consider eliminating or prohibiting some or all of the left turn maneuvers. For example, a median configuration can be employed that will allow southbound left turns off of Hayden Road into the south park driveway and into Starlight Drive, but would prohibit left turns from the south driveway or Starlight Drive. This is the treatment that is being shown at the north driveway, except that it is one

direction only. Right turns would then be allowed from Hayden Road and from the south driveway and Starlight Drive.

The most restrictive form of median configuration that may need to be considered at this location is a solid median that will eliminate all left turn maneuvers. If this concept were to be employed, all trips into the ball field parking area and the "dog walk" parking area coming from the north would need to utilize the north driveway or continue on to the Jackrabbit Road intersection.

An analysis was conducted to determine the southbound left turn lane storage requirements at the north driveway for a scenario where all vehicles coming to the ball fields and dog walk facility would be turning left at the north driveway. The total volume of left turners would then be 99 vehicles during the PM peak hour. With a peak hour factor of 0.92, this equates to a maximum equivalent hourly flow rate of 108 vehicles per hour. The peak hour factor determines the highest rate of use within the peak hour and expands the peak hour rate to reflect the high 15 minutes, i.e. the actual hourly rate is divided by four times the highest observed 15 minute rate within the peak hour. The actual peak hour rate is then divided by the peak hour factor to get the equivalent flow rate. Using the north driveway's capacity analyses data with a southbound left turn volume of 99 vehicles per hour, we have a v/c of 0.25, the control delay of 16.0 seconds per vehicle and a movement capacity of 424 vehicles per hour. Again utilizing Exhibit 17-19 from HCM-2000, the southbound left turn lane at the north driveway (as the only left turn lane serving the expanded Chaparral Park facilities) will have a maximum of 1.2 vehicles in queue, 95% of the time. With 100 feet of left turn storage, a single left turn lane will provide adequate capacity and vehicles storing in this left turn lane will not back out into the southbound lanes of Hayden Road.

6. CONCLUSIONS

CONCLUSIONS OF THE TRAFFIC ANALYSIS

As a result of the Traffic Impact Study analysis, Bolduc, Smiley & Associates, Inc. presents the following conclusions.

1. This project will have minimal effect on the operation of the Hayden Road and McDonald Drive intersection. The water treatment plant traffic is slight. The only noticeable impact of the recreational uses is to the westbound left turn at the intersection. The increased delay for vehicles making this turning movement will be addressed by the addition of the dual left turn lanes on all approaches and right turn only lanes on all approaches. These improvements are to be constructed by the City in its Capital Improvement Program in 2003 – 2004.
2. At the north driveway, the southbound left turn is anticipated to operate at Level of Service "B" during the PM peak hour.
3. At the Hayden Road and Starlight Drive/South Driveway intersection, the southbound left turn movement will operate at Level of Service "B", while the northbound left turn will operate at Level of Service "C". This study recommends that both the Starlight Drive and South Park Driveway approaches to this intersection be constructed with cross sections that will provide a single inbound lane and two outbound lanes. The leftmost outbound lane will be designated a left turn only lane and the rightmost lane will serve as a shared lane accommodating vehicles traveling straight through and vehicles turning right. As previously discussed, drivers trying to make these left turns have, or will have, alternate routes available to them that can be used instead of the outbound left turn onto Hayden Road. Drivers leaving Chaparral Park to go south on Hayden Drive can access Jackrabbit Road via the park's parking areas. Drivers west of Hayden can use 78th Street to access McDonald Drive and eliminate the need to turn left onto northbound Hayden Road.
4. The centerline of the north driveway serving the expanded Chaparral Park is located approximately 660 feet south of the McDonald Road centerline. An analysis of the left turn lane storage requirements for the northbound dual left turns at the McDonald Road intersection and the southbound left turns at the north driveway shows that sufficient distance is available between the two intersections to insure that adequate lengths of left turn storage can be provided. Also, with the southbound left turn lane designed with 100 feet of storage, vehicles storing in this left turn lane will not back out into the southbound through lanes on Hayden Road.

zoning for the area includes Central Business District (C-2), Commercial Office District (C-O), and Open Space District (O-S).

(ITEM 8 WAS MOVED TO THE REGULAR AGENDA)

9. 3-AB-2002 (Bertsch GLO Abandonment) - request by CPG Construction, applicant, Jan A Bertsch Trust, owner, to abandon portions of Government Land Office (GLO) roadway easements on a 4.5± acre parcel located at 12602 E. Cochise Road.

(ITEM 9 WAS MOVED TO THE REGULAR AGENDA)

10. 4-AB-2002 (Treviso Abandonment) - request by Edmunds-Toll Construction Co, applicant, Edmunds-Toll Construction Co. & Don Hoon, owners, to abandon multiple unimproved roadway and public utility easements north of Stagecoach Pass Road, south of Standing Stones Road, between 106th Street & 110th Street alignments.

MS. SUMNERS presented this case as per the project coordination packet. Staff recommends approval.

COMMISSIONER OSTERMAN MOVED TO FORWARD CASE 4-AB-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECONDED BY COMMISSIONER HENRY.

THE MOTION PASSED BY A VOTE OF SEVEN (7) TO ZERO (0).

11. 5-AB-2002 (Eggstaff/Kalina/Dyer GLO Abandonment) - request by Greg Eggstaff, applicant, Multiple Owners, to abandon portions of the 126th Street Right of Way (ROW), and portions of Government Land Office (GLO) roadway and public utility easements on property located at 126th Street north of Mountain View Road.

(ITEM 11 WAS MOVED TO THE REGULAR AGENDA)

CHAIRMAN GULINO stated citizen comment cards have been submitted from people wishing to speak on cases 2-MP-2002, 3-AB-2002, and 5-AB-2002. These cases will be moved to the regular agenda.

REGULAR AGENDA

8. 2-MP-2002 (Chaparral Water Treatment Plant/Park Expansion) - request by City of Scottsdale, applicant/owner, for a Municipal Use Master Site Plan approval for a new water treatment plant and Chaparral Park extension, on a 29± acre area located on the north and south sides of McDonald Drive, east of Hayden Road. Current

zoning for the area includes Central Business District (C-2), Commercial Office District (C-O), and Open Space District (O-S).

MR. WARD presented this case as per the project coordination packet. Staff recommends approval subject to the attached stipulations.

MR. PEIFER presented information on the phasing of this project. One of the major components is the dog activity off-leash area. The dog run area would move to its permanent site in the northwest corner of the property once the water treatment facility is completed.

VICE CHAIRMAN LOTZAR inquired when the ball fields would be completed. **MR. PEIFER** stated in September of 2005. He further stated the ball fields require time to establish the turf.

COMMISSIONER NELSEN inquired if any precautions will be taken regarding posting work hours for construction and buffering the existing neighborhood from additional construction traffic and dust. **MR. PEIFER** stated the normal work hours of construction would be from sunup to sundown. They plan on advising the neighborhoods regarding the construction schedule through newsletters. He added they would provide screening to the neighborhood during construction.

CHAIRMAN GULINO inquired if the dog park would be available to the public throughout the entire process. **MR. PEIFER** stated they are hoping to keep the dog park open throughout the process, but there may be one or two days when it is closed during the switch from the temporary site to the permanent site.

CHAIRMAN GULINO requested information on the terminology. He stated on the agenda it is listed as a Municipal Use Master Site Plan and in the packet, it is a Municipal Use Permit. He inquired if the Commission is being asked to review a Municipal Use Master Site Plan or a Municipal Use Permit, or if one is the same as the other. **MR. WARD** stated this is a request for a Municipal Use Master Site Plan. He discussed the process for approving this type of a request. **CHAIRMAN GULINO** inquired if this request would go through the Development Review Process. **MR. PEIFER** replied in the affirmative.

VICE CHAIRMAN LOTZAR inquired if there was any thought given to putting the water treatment facility on the north side of McDonald where the xeriscape is proposed. **MR. PEIFER** stated the flood plane on Indian Bend Wash would preclude them from having the facility at that location.

COMMISSIONER OSTERMAN stated the application references "a new 144 space parking lot, expandable to 168 spaces, is proposed along the west side of the site as part of this project." He inquired how that would be accomplished. **MR. PEIFER** stated they created a parking study that identified the uses, which warranted a future expanded

parking contingency plan. He reviewed the different options for obtaining the additional parking spaces.

COMMISSIONER DRAKE followed up on Chairman Gulino's request for clarification regarding the issue of the Municipal Use Master Site Plan and the Municipal Use Permit. She stated it would appear the Commission is being asked to approve the Municipal Use Permit. **MS. BOOMSMA** stated the Municipal Use Master Site Plan is the process by which a municipal use is approved. A municipal use is an allowed right in every zoning district, but a request for a project over one-acre in size is called a Municipal Use Permit. A Municipal Use Master Site Plan is required to follow a certain criteria, and must be heard before the Planning Commission (*and City Council*). It is probably a terminology issue rather than a process issue. **COMMISSIONER DRAKE** stated that there are references made to a Municipal Use Permit. **MS. BOOMSMA** stated she would assume that is in error.

VICE CHAIRMAN LOTZAR stated he agrees that additional parking is needed. He further stated they need more ball fields and parking in that area, and the sooner they can have both the better.

COMMISSIONER HENRY inquired about the total timeline for this project. **MR. PEIFER** stated they would be done with construction late to midsummer of 2005. **COMMISSIONER HENRY** stated it is her understanding that there would be no parking for the lake north of McDonald, and that people would have to park south of McDonald and walk under the underpass. **MR. PEIFER** replied in the affirmative. **COMMISSIONER HENRY** stated she would agree with the other Commissioners that more parking is needed.

(CHAIRMAN GULINO OPENED PUBLIC TESTIMONY)

DAN LARE, 6433 N. 77TH Way, representing Paws at the Park, spoke in favor of this request. He stated that Paws at the Park includes about 120 active dog park users, and that they have been involved in the relocation process since day one. He noted that the group is in favor of the master plan. He further noted that they would concur with the Commission that there is not enough parking. He presented information on the number of people who use the facility, adding that this is the second most active facility in the Scottsdale parks system. He further reported there is no national holding capacity for how many people and dogs can use a park site, and stated that because the current facility is over-used and it has become degraded. Mr Lare noted that it takes a lot of money to maintain the facility, and so would encourage the City to come up with some standards as a way of controlling the use of the facility. Grass cannot be grown in there right now. Based on the master plan, they (*the members of Paws at the Park*) would recommend that trees within the miniature golf facility be used to offer the dog users some different experiences. They would like to have armadas, and would like to help the City with the design details to help make this a premiere facility and a quality experience for everyone.

DENNIS SCHLOSSER, 5980 N. 83rd Street, representing Chateau De Vie V, stated the neighbors have supported the dog park from the beginning. They would request that people have their dogs leashed before leaving the gated area.

RAY WALLACE, 6514 N. 85TH Place, stated he does not think that the creators of the parking design have ever been to the dog park when ball games are being played. He further stated this is a good plan but there is not enough parking. He suggested that they visit the dog park in Chandler, because it is his understanding that there are nice things for the dogs such as a lake, grass, hills and shade.

TERRI JANSEN, 7791 E. Osborn Road, representing Paws at the Park, declined to speak.

PETER BRONSON, 7968 E. San Miguel, stated he has two little dogs and is more concerned with the small dog park than the facility as a whole. He further stated one of his concerns is regarding whether the dog park is going to exist and would like a guarantee. (They) would like it stated that when the site plan is approved there can be no changes to the site plan. Another concern is regarding the need for parking. In the packet, it indicates that historically 31 spaces are used and that is not accurate. He also expressed concerns about the parking area and its location and the traffic on Starlight Way and people making U-turns at this location. He added he felt the parking area needs to be both increased and moved someplace else. He further added he supports this request.

JANE VAHLE, 1650 N. Pima Road No. 5, stated the parking is inadequate on the plan. She further stated they are concerned during the construction phase that the temporary dog park separate the passive dogs from the more active dogs, and that the dogs have access to water. She noted that many of the people who use the dog park are older and have mobility issues. She inquired if the mobility issues are being addressed regarding getting from the parking lot into the dog park. She further noted that this facility gets heavy use. She added there is the issue of owners who do not exercise proper control over their dogs and the rules should be posted.

KEVIN ONEIL, 8732 E. Starlight Way, stated that he would decline to speak because his questions have already been raised.

DENNIS STADEL, 5820 N. 81st Street, stated that the City staff has done a great job of listening to their concerns. He further stated that he lived in this neighborhood during the What's Your Beef abuse with the walls rattling (*due to noise*). They are glad that this area is going to be a park rather than apartments or townhouses. They don't want the xeriscape because he felt it would not be used. His bedroom window would be 20 feet from the xeriscape. He would like the people to be 50 feet from his house instead of 20 feet. He stated that the pond that drains the townhouses on 81st Street is not shown on the drawings, and if that pond is plugged the City could (*possibly*) be sued for flooding the townhouses. The pond needs to be expanded. It is a potential hazard. He added he is

a teacher at Saguaro High School and the xeriscape would not work. (*He believes*) that teachers will not come to it.

(CHAIRMAN GULINO CLOSED PUBLIC TESTIMONY)

GARY MYERS, Parks and Trails Planning Manager, responded to the concerns regarding the site design. He stated they have been through a series of neighborhood meetings and what is presented tonight is a response to a lot of the things they heard from the neighbors. He further stated the earlier draft showed more parking that would be expanded along Hayden (*if*) they decide to maximize that area. He discussed how the number of needed parking spaces was determined. He added this plan would provide some good size ball fields, for which there is a real need in the community. The questions about providing turf and water for the dogs are operational issues that can be resolved through future Parks and Recreation meetings.

COMMISSIONER DUNN requested information about the drainage pond for the townhouses not included on the drawing to which Mr. Stadel referred. **MR. PEIFER** stated that there are several areas where there is on site ponding and there is drainage coming from the subdivision to the east but flows into the culverts. The pipes are probably under sized but there are no drainage plans currently that show on-site retention. Part of this project will be to develop a complete flood plane management scheme in order to deal with all off-site as well as on-site recovery of land, and so they can build a building.

COMMISSIONER NELSEN stated he was on the Parks and Recreation Commission when the temporary off leash activity area was hotly contested and it was moved up to this corner. The dilemma of the expanded facility is that there is a finite amount of space, (*which begs the question of*) what are and are not able to have. Are they going to have a smaller off leash activity area, one less ball field, or no xeriscape area? He added that there is no question that the facilities get over-used, that the City does need more facilities like this one, and that until we have them (*more facilities*), those we do have will be over-used. Because of the over-use, the grass will die, and there will be dust. He stated that he felt there was merit to redesigning the xeriscape area or planning it for another use.

VICE CHAIRMAN LOTZAR stated he would concur with Commissioner Nelsen's comments. He further stated the xeriscape is a nice amenity but the citizenry would clearly like the use to go in another direction. He commented that he is sensitive to the fact it is in the flood plane, but it is not like they are building a building over there. It is a dog run and parking, so he is hopeful they can work that out if they were to move it across the road. **MR. PEIFER** stated one of the most important things to the residents on the east side of Hayden was to maintain their views looking west and not having people walking by their backyard. They have tried to respond to that by limiting access other than pedestrian on the north side.

COMMISSIONER DUNN inquired if people could park on top of the underground reservoir. **MR. PEIFER** replied it is possible but there are restrictions regarding the

number of cars. **COMMISSIONER DUNN** inquired the size of that specific area and wondered if it would be worthwhile to look into parking there. **MR. PEIFER** stated there would be issues regarding accessing parking in that area. He further stated a big concern is security of the water treatment plant and they would be controlling access. They would rather not have cars within the proximity of the water treatment plant because of the safety aspects.

COMMISSIONER DUNN stated the site plan appears to be trying to fit ten pounds into a five-pound bag. She further stated that she felt it was not feasible to expand the dog park and have two more ball fields without rearranging something.

VICE CHAIRMAN LOTZAR inquired about the hours of operation for the dog park. **MR. MEYERS** stated sunrise to 9:00 p.m.

COMMISSIONER DRAKE stated the need to make sure there is enough parking. She further stated that the xeriscape area is nice, but there is the question of doing something that is going to be sensitive to the neighbors concerns regarding their views. It is public property and some level of public use could be reasonable. They could expand the parking area south of McDonald and have the small dogs on one side and the big dogs on the other of McDonald with some parking there. It just seems that they are severely limiting the potential of this area and they are going to create more problems then they are going to resolve but they could take the five acres and provide for the water that is needed and water detention. She added she would like to see something come back that provides that in the mix.

COMMISSIONER OSTERMAN stated that he strongly supports this request. He further stated there is a significant need for more parking than is shown in this plan, and would concur with Commissioner Nelssen that in order to have additional parking something would have to be sacrificed. He added he felt the xeriscape or a portion of the xeriscape would most likely have to be sacrificed. He further added that he felt the xeriscape does not fit in with the overall needs of the plan. He would like the plan to come back with a significant addition to the parking. He would also like to see a safer more affective traffic flow pattern to avoid some real potential for accidents and serious traffic problems.

COMMISSIONER DRAKE observed that it seems odd to plan a xeriscape next to a pond. She stated she felt because there are many other xeriscape projects in the area it would be more appropriate where it is not so isolated from public access and other activity.

VICE CHAIRMAN LOTZAR stated he would like to commend the staff for the wonderful job they have done to get to this point. He further stated he would agree with his colleagues regarding the elimination of the xeriscape and redoing it for parking. He added he likes Commissioner Drake's idea regarding having separate areas for larger and smaller dogs. He further added it would be nice if they had some additional buffering for the neighbors on the side of the 4.7 acres. He noted it sounds as if there needs to be some

additional rules of operation for the park and have those rules in writing to minimize intrusions to the neighbors. He added that anyone who goes to little league (*games*) knows it does not matter if there are no u-turn signs; everyone makes u-turns anyway. **COMMISSIONER DUNN** inquired if the ball field was larger because it is a multi-use field. She inquired if the ball field could be a little smaller to allow additional parking in the area. **MR. PEIFER** stated the parking requirements are the same regardless of the activity.

MR. FARAMELLI stated there is plenty of time to plan the park site. However, they are pressed for time on the water treatment facility. He further stated they could split the application and bring the park site portion back in 30 days to address the planning issues.

CHAIRMAN GULINO stated the Commissioners have given some very specific directions they would like to see to the site plan. He further stated he would like to move the Water Treatment Facility forward to the City Council with a recommendation. He noted the facility is going to be sophisticated and they have only three years to get it on line before the City of Phoenix shuts down their facility and they are out of water. It is important that we move forward at least the functional portion of it. Most of the issues are regarding the park, which are not on a (*time*) critical path. He encouraged the Commission to forward at least the water treatment portion to the Council, and come up with a way they are comfortable to address the issues regarding the park at a later time.

COMMISSIONER OSTERMAN stated he supports the municipal master use site plan but does not like the layout. He further stated that he felt the City Council would not approve the plan as it stands with the inadequate parking. He would support a motion with their concerns incorporated into stipulations.

VICE CHAIRMAN LOTZAR stated he would like to see this done as quickly as possible. He further stated he would like to see the issues resolved in one package. He noted the parks are the tail of the dog and if they get the water facility going they may not come back and deal with the parks issues.

COMMISSIONER DRAKE stated she is comfortable sending the water treatment plant and associated facilities forward, but she felt there were too many moving parts on the recreation fields and xeriscape. She added she felt more comfortable relying on staff to bring back amendments to the park portions of the plan. Knowing the time line for the water treatment facility, she would not mind splitting the application.

COMMISSIONER DUNN stated she would concur with Commissioner Drake.

COMMISSIONER NELSEN stated he would also concur with Commissioner Drake.

COMMISSIONER HENRY stated she has not heard any objections to the water treatment facility. She further stated she would agree that they should move forward with the water treatment facility and have the rest of the plan return.

MS. BOOMSMA stated the Commission can split the application but they would need to assign a new case number to the park portion of the case.

COMMISSIONER DRAKE MOVED TO FORWARD A REDUCED VERSION OF CASE 2-MP-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL NOTING THAT THIS APPROVAL ONLY INCLUDES THE 6.7± ACRE PORTION OF THE PROPERTY THAT WILL HOUSE THE APPROXIMATELY 85,000 SQUARE FOOT WATER TREATMENT PLANT, WITH THE BALANCE OF THE PROPERTY OF THE 29 ACRES TO COME BACK FOR COMMISSION APPROVAL. SECONDED BY COMMISSIONER DUNN.

THE MOTION PASSED BY A VOTE OF SEVEN (7) TO ZERO (0).

12. 3-AB-2002 (Bertsch GLO Abandonment) - request by CPG Construction, applicant, Jan A Bertsch Trust, owner, to abandon portions of Government Land Office (GLO) roadway easements on a 4.5± acre parcel located at 12602 E. Cochise Road.

MS. SUMNERS presented this case as per the project coordination packet. Staff recommends approval of 3-AB-2002.

COMMISSIONER NELSEN inquired if this application would limit access of the adjoining properties on the east or west to Cochise Drive, or would they still have their portion of the GLO easement, which presumably is another 33 feet if they wanted to go north along either one of those alignments and enter their property along the long side of their property as opposed to the short side of their property. **MS. SUMNERS** stated both properties have already abandoned their 33-foot GLO easements back in 2000 so both properties do support this request. She further stated she does have a letter from the property owner to the east. **COMMISSIONER NELSEN** inquired about the property owner to the south. **MS. SUMNERS** stated the properties along the 126th Street alignment abandoned that entire street to the south in 1994. **COMMISSIONER NELSEN** inquired if the GLO easements to the south of Cochise were abandoned as well. **MS. SUMNERS** replied in the affirmative. **COMMISSIONER NELSEN** stated presumably they have a patent right to walk on those easements to the south down to Shea down to their property if they chose not to use an improved pathway. **MS. SUMNERS** stated they have received no letters of objection. The site was posted and letters were sent to all the adjacent neighbors.

COMMISSIONER OSTERMAN stated in the packet under key Considerations, City Impact, the third bullet states "Dedicates a 1-foot wide vehicular non-access easement along Shea Boulevard." He inquired if that was a typo. What type of vehicle is that designed for? **MS. SUMNERS** stated that in general it is related to the City's desire to limit the amount of ingress and egress points.

COMMISSIONER DRAKE stated it has always bothered her that there is a trail on the north side of Shea and nothing on the south. She further stated she knows that a number

COMMISSIONER HENRY MOVED TO FORWARD CASE 614-PA-TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECOND BY COMMISSIONER HEITEL.

THE MOTION PASSED BY A VOTE OF SIX (6) TO ZERO (0).

CONTINUANCES

5. **25-UP-2002 (City of Scottsdale Well No. 123)** request by Stanley Consultants Inc, applicant, City of Scottsdale, owner, for a conditional use permit for a city well (Site No. 123) on a .17 +/- acre parcel located at the northeast corner of Scottsdale Road and East Princess Boulevard. Staff contact person is Bill Verschuren, 480-312-7734. **THIS CASE IS CONTINUED TO JANUARY 14, 2003.**
6. **21-ZN-2002 (The Legends at Toscana)** request by Legend Development, applicant, Collin Thorstenson, owner, to rezone from Single Family Residential (R1-35) to Single Family Residential, Planned Residential District (R1-7, PRD) including amended development standards on a 10 +/- acre parcel located at 12855 N 94th Street. Staff contact person is Tim Curtis, 480-312-4210. **THIS CASE IS CONTINUED TO JANUARY 14, 2003.**
7. **29-ZN-2000#2 (Whisper Rock)** request by Tornow Design Associates, applicant, Grayhawk Development, owner, to revise the approved Amended Development Standards for Resort/Townhouse Residential, Environmentally Sensitive Lands (R4-R ESL) and to revise the approved Development Agreement on a 10 +/- acre parcel located near Hayden Road and Ashler Hills Road (extended). Staff contact person is Kira Wauwie AICP, 480-312-7061. **THIS CASE IS CONTINUED TO FEBRUARY 11, 2003.**
8. **4-UP-1999#3 (Whisper Rock)** request by Tornow Design Associates, applicant, Grayhawk Development, owner for a revision to an approved conditional use permit for a golf course on a 330 +/- acre parcel located near Hayden Road and Ashler Hills Road. Staff contact person is Kira Wauwie AICP, 480-312-7061. **THIS CASE IS CONTINUED TO FEBRUARY 11, 2003.**

COMMISSIONER HEITEL MOVED TO CONTINUE CASE 25-UP-2002 TO THE JANUARY 14, 2003 PLANNING COMMISSION MEETING. CASES 29-ZN-2000#2 AND 4-UP-1999#3 TO THE FEBRUARY 11, 2003 PLANNING COMMISSION MEETING. CASE 21-ZN-2002 TO THE JANUARY 14, 2003 PLANNING COMMISSION MEETING. SECOND BY COMMISSIONER VICE CHAIRMAN LOTZAR.

THE MOTION PASSED BY A VOTE OF SIX (6) TO ZERO (0).

REGULAR AGENDA

9. **2-MP-2002#2 (Chaparral Park Expansion)** request by City of Scottsdale, applicant/owner, for approval of a Municipal Use Master Site Plan for the Chaparral Park extension, including modified off-leash area and 2 new lighted sports fields. The subject property is 20 +/- acres located on the north and south sides of McDonald Drive, east of Hayden Road, with Open Space (O-S) zoning.

MR. WARD presented this case as per the project coordination packet. He reported there was one stipulation modification handed out at the study session. Staff recommends approval, subject to the attached stipulations.

COMMISSIONER HEITEL inquired if staff had considered any security measures at the xeriscape demonstration area. Mr. Ward stated there would be some basic level of lighting.

COMMISSIONER STEIN inquired if the dog area would be well secured and separate from the other areas. Mr. Ward replied in the affirmative. A fenced in secure area has its own lighting system that would go off at 10:30 PM. Commissioner Stein inquired if staff had received any concerns from the neighbors regarding the Dog Park. Mr. Ward replied they have not received any objections to this proposal.

COMMISSIONER NELSEN stated he is glad to see this project finally come to fruition. He further stated in the beginning the Dog Park was a highly contentious issue but this seems to be a suitable solution. He inquired if the big dogs would be separated from the smaller dogs. Mr. Ward replied the dog areas would be broken up into two zones aggressive and passive zones.

COMMISSIONER NELSEN inquired if the lights would be shielded to eliminate the glare so that the bulbs would not be visible. Mr. Ward replied the lights would be shielded. They will be using the highest quality available.

COMMISSIONER HEITEL stated he was glad to see this plan because it is a badly needed amenity in the area and an improvement to Chaparral Park.

VICE CHAIRMAN LOTZAR inquired if the two ball fields would be used for little league. Gary Myers, Parks and Recreation Department, stated they would limit them to softball not baseball because they have the concern of the baseball going over the fence. He further stated the four ball fields to the south are being reconfigured and there will be little league and other sports at those fields to the south. Vice Chairman Lotzar stated he is involved with little league and there are not enough fields to play on so consequently the kids are playing little league until 10 o'clock at night on school nights. He inquired if those softball fields would be used for kids' softball or adult softball. Mr. Myers replied adult softball and soccer.

Vice Chairman Lotzar remarked it seems there are substantially more folks with young kids that want to play little league than there are adult softball players. He further stated he would like to see the property to the north utilized. Mr. Peifer stated the area to the north would be used for the important function to serve as the irrigation for the roughly 17 acres of turf to the south. He further stated without putting additional parking to the north there is not much more than passive activity that would work there. Vice Chairman Lotzar stated he is suggesting another function so they might need to find some additional land. He further stated he is not asking them to build another structure to the north. He is thinking there is an underpass that can be utilized for the dog people going from their cars here in the dog area, get to the north, and put that property to a very gentle use. He noted he is hopeful in doing that they can free up some property on the south side and put it to use for at least one or more little league fields as opposed to two

adult softball fields. Mr. Myers stated two little leagues will be created to the south with the upgrades to the facility. Mr. Layman provided an overview of how the fields would be utilized for little league. Vice Chairman Lotzar inquired how many little league fields would be available. Mr. Laymen stated during the little league season there would be four prior to the season there would be two fields that the little league never had before to utilize because the softball would be played on the two new fields.

Vice Chairman Lotzar stated he would like to see improvements made to the plan. He further stated he would like to take one adult softball field and turn it into two little league fields if there is adequate land available to do that. He remarked he sees so many kids that have the desire to use the fields and not the ability. There is not access to the fields because of the competing uses with the adult softball. He further remarked this is a big opportunity that should be taken advantage of by our group at this time.

COMMISSIONER HENRY inquired about the dog fountain stage. Mr. Peifer stated it is an activity area where the dogs can play in the water.

Commissioner Henry inquired about the use of the 4.7 acres north of McDonald. Mr. Peifer stated it would be used as a passive recreation area where people could stop and sit down at the lake.

Commissioner Henry stated this plan is much better than what the Commission saw last April.

COMMISSIONER HEITEL inquired if it would have been appropriate to have shown different alternatives for the ball fields and dog play areas as opposed to the one plan before them. Mr. Peifer replied there have been many alternative designs. They have tried to get additional ball fields in. There is an important consideration with regards to the flood plain because there are restrictions on what can be put in. There has been a lot of consideration given to alternative plans.

COMMISSIONER NELSEN requested additional information regarding how the ball fields would be utilized. Mr. Layman provided a brief overview regarding how the ball fields would be utilized.

VICE CHAIRMAN LOTZAR stated the dimensions of the fields are not the same so they can't just transfer the use to the children, which he felt is a better use.

CHAIRMAN GULINO inquired if the irrigation lake is already plumbed into the irrigation system on the south side of McDonald. Mr. Peifer stated it is existing now. They are evaluating the system because there are a lot of leakage issues that need to be resolved. Chairman Gulino inquired if there was enough salvageable to merit keeping that lake in that location. Mr. Peifer replied no other than it is a good passive use. Chairman Gulino stated regarding access is the traffic signal on McDonald that exists at the driveway out of this area are there plans for it to be removed. Mr. Peifer stated they are proposing that it stay. It would be an access point only for water treatment deliveries. Chairman Gulino inquired how the traffic volumes coming from the neighborhood to the north how do those impact the warrants for that signal. Mr. Brown stated the use coming from the south will be just three or four trips a day from the water

treatment plant so it would virtually have no impact on the signal. Chairman Gulino stated he is under the impression if there is any need for that signal he is under the impression it is coming from the neighborhood to the north. Mr. Brown replied that is correct. Chairman Gulino stated if there is not enough traffic to warrant that signal he would like to see it go away. Mr. Brown stated he felt there was enough traffic to justify keeping the signal.

Chairman Gulino inquired if the south driveway and Starlight Way intersection on Hayden Road warrants having a signal. Mr. Brown stated they don't expect that warrant a signal because there will not be enough volume. He further stated if that area becomes very popular the Starlight Way residents could request a signal there or the dog park users could make that request.

(CHAIRMAN GULINO OPENED PUBLIC TESTIMONY.)

JANE VAHLE, 1650 N. Pima Road, stated she is glad they decided to go with the rotating theme for the Dog Park so hopefully they can keep the grass green all year around. She further stated the dead grass can be a problem to the people who have breathing problems. She reported it is important to make sure they have an area for the passive and aggressive dogs. She further reported that she felt they needed a stop light at Starlight. She noted they should keep the Dog Park open until 11:00 PM the same as the rest of the park. She further noted the dog park is important for people with dogs in the City to allow them to have a place to run free.

(CHAIRMAN GULINO CLOSED PUBLIC TESTIMONY.)

VICE CHAIRMAN LOTZAR reported that he personally wanted to be more involved in how this park was developed and had asked to and was not. He further reported he felt there was still room for improvement. He stated he would be in favor of two alternatives:

- 1) Would be to continue this case for some period of time and come back and deal with the totality of Chaparral Park uses with respect particularly to different youth sport uses versus adult sports uses for better comfort in the matching of the demand and use.
- 2) Would be to move forward and take the two ball fields that they have laid out as well as the buffer and call that a sports area and then require that component come back with some demonstration of demands versus use so that we could afford the folks that have interest here the ability to express what the intended result should be as opposed to just adopting the two adult fields for soft ball.

COMMISSIONER NELSEN remarked that he spent a considerable amount of time on the Parks and Recreation Commission and it was his experience that they don't build facilities when they are not needed whether it is adult softball or little league. The bottom line is that there are not enough facilities for all of the park users. He requested staff provide information on how many adult users that do not have access to the facilities verses little league players. He stated the fields should be designed so adults and kids can use them. Mr. Layman provided information on how many adult and little league teams they turn away. He noted the adult softball field has a soccer overlay that

can be put on the field. He further noted there is nothing to prevent them from putting smaller fences on them and using them for little league.

Commissioner Nelssen stated the Dog Park is a highly used important facility and one that we have darn few of. He further stated he would not support holding up this plan for one minute.

COMMISSIONER HEITEL stated that no one likes to hold up projects that are sorely needed but he would not mind seeing a short delay that would allow Commissioner Lotzar to get with the planners and ensure the space is properly utilized. He further stated he would not encourage reducing the dog space because it gets tremendous use.

COMMISSIONER HENRY stated she read through the minutes of the April 24th meeting and at that time they talked about the ball fields but they did not identify what type of ball would be played whether it would be adult softball or little league. She inquired if that was something new that was decided or was that the plan back in April. Mr. Myers stated they did not clarify that earlier because multiple teams use it. Through this dialogue, they though adult softball was really needed and would be appropriate. Mr. Laymen stated they could call them ball fields and staff could work to refine them further. Commissioner Henry remarked it would have been nice for the Commission to have seen some statistics reflecting the need.

CHAIRMAN GULINO stated he would recommend that they add an additional stipulation when this project goes before the DR Board he would like to see specific analysis on the need for the traffic signal at 82nd and McDonald. The objective would be to justify the need for the signal and if it is not needed make a provision to remove it. He further stated he would like another stipulation to justify what type of sports area is appropriate. This does not need to be brought back to the Planning Commission this issue could be discussed at the DR Board level or brought back to the Parks and Recreation Commission to resolve the supply and demand issue regarding adult sports verses youth sports.

VICE CHAIRMAN LOTZAR MOVED TO CONTINUE CASE 2-MP-2002#2 TO THE JANUARY 14, 2002 PLANNING COMMISSION MEETING.

Vice Chairman Lotzar stated in so doing he would personally make sure they get the information with respect to the proposed uses and gain comfort with the actual uses for the sports fields.

SECOND BY COMMISSIONER STEINBERG.

COMMISSIONER NELSEN stated he would not support the motion. Maybe it is because he spent time on the Parks and Recreation Commission and with the park staff. He remarked the Commission would just be wasting time by delaying this process with a continuance. This has been well studied by the Parks and Recreation Commission and the park staff.

COMMISSIONER HEITEL stated he appreciates Commissioner Nelssen's comments and he was fortunate to have been able to have spent a lot of time in the process. He further stated he did not think 30 days would be an undue burden on the process.

CHAIRMAN GULINO stated he supports this plan and 30 days in the big picture would not have a severe impact on the process and allow them to take the time to resolve the last minute issues, which is not unreasonable so he will support the continuance.

THE MOTION PASSED BY A VOTE OF FIVE (5) TO ONE (1) WITH COMMISSIONER NELSEN DISSENTING.

CHAIRMAN GULINO announced there was a TV set up outside on the east side of the building for anyone that cares to go out there and track the progress of the meeting.

10. **17-ZN-2002 (Valley National Bank)** request by City of Scottsdale, applicant, Globe Corporation, owner, to rezone from Central Business District (C-2) to Central Business District, Historic Property (C-2 HP) on a .37 +/- acre parcel located at 4031 N Scottsdale Road.

MS. ABLE presented this case as per the project coordination packet. She stated the historic Preservation Commission held a public hearing on this case on November 14, 2002. The Commission voted unanimously (7-0) to make a recommendation to the Planning Commission and City Council to approve the HP overlay zoning, Case 17-ZN-2002, for the Valley National Bank. Staff recommends that the HP zoning overlay initiated by the Historic Preservation Commission for the Valley National Bank at 4031 N. Scottsdale Road be adopted to celebrate its historic significance and its important contribution to the theme of Scottsdale's development as an arts colony tourist destination.

COMMISSIONER NELSEN inquired of the two dozen buildings in the downtown the HPC identified as significant buildings. How many would be appropriate for the HP overlay zoning. Ms. Abele replied they plan to bring five to six per year over the next two to three years. Commissioner Nelssen inquired if there was any reason why they are not all done together so that one property owner does not feel singled out. Ms. Abele stated they only bring one at a time to ensure that they have done all of the proper steps and to give staff time to prepare the reports necessary for the public meetings.

Commissioner Nelssen inquired if Ms. Abele would like to respond to the letter they received from Arnold Roy that indicates why he felt this building should not be considered for the HP overlay. Ms. Abele replied she was not presented with a copy of that letter.

VICE CHAIRMAN LOTZAR stated he felt staff did a great job as far as the prior cases that came before the Planning Commission and they approved all of those cases at your suggestion. He further stated one of the things that was common in all of those cases was that the property owners were in favor of your efforts and in essence were arm in arm with you. He remarked it is his understanding that this case is not the same. He inquired why should they take action along those lines that is adverse to the desires of the property owner. Ms. Abele provided background information on the process that has

COMMISSIONER STEINBERG inquired if there were any drainage issues. Mr. Deeley stated there is drainage to the west of the actual right-of-way there is a 20-foot drainage easement and so the 15-foot would be the portion that you would see out of the paved area.

CHAIRMAN GULINO inquired if it was the property owner's responsibility to remove the existing curb and replace the roll curb. Mr. Deeley replied in the affirmative.

COMMISSIONER STEINBERG MOVED TO FORWARD CASE 10-AB-2002 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL, SUBJECT TO THE STIPULATIONS REFERRED TO IN OPTION A OF THE STAFF REPORT. SECOND BY COMMISSIONER HENRY.

THE MOTION PASSED BY A VOTE OF SEVEN (7) TO ZERO (0).

2-MP-2002#2 (Chaparral Park Expansion) request by City of Scottsdale Capital Project Management, applicant, City of Scottsdale, owner, for approval of a Municipal Use Master Site Plan for the Chaparral Park extension, including modified off-leash area and 2 new lighted sports fields. The subject property is 20+/- acres located on the north and south sides of McDonald Drive, east of Hayden Road, with Open Space (O-S) zoning.

MR. MEYERS presented this case as per the project coordination packet. Staff recommends approval, subject to the attached stipulations.

Mr. Meyers stated they did send an e-mail to Commissioner Lotzar that reviewed the policies regarding field allocation and scheduling of sports teams.

MR. LEHMANN, Senior Recreation Coordinator, presented information regarding the use of the sport fields at Chaparral Park during various seasons. He also presented information regarding the number of fields available for youth sports. He discussed how the fields could be used for little league and adult softball.

VICE CHAIRMAN LOTZAR thanked the folks at the Parks Department for their follow-up and detail. He requested the additional information Mr. Meyers referred to in the e-mail be included in the minutes of this meeting. The reason is because it clears up a number of issues of concerns with respect to use and restrictions on use with respect to fields. He stated he felt it was very encouraging that the city has taken a very active role in dealing with the field use issue and taken a leadership role in dealing with the school facilities. One of the great things that have come out this is the ability to have dialogue between the two separate governments. One government is the city and the other separate government being the School District. One of the great roles the city can take on in assisting youth sports is in the maintenance of those fields and scheduling of those fields.

(LISTED BELOW IS THE E-MAIL DATED JANUARY 17, 2002, VICE CHAIRMAN LOTZAR REQUESTED BE INCLUDED AS PART OF THE MINUTES.)

As a follow-up to the December 11th Planning Commission meeting, we are providing additional information regarding the use of sport fields at Chaparral

APPROVED

Park and throughout the city. We met with Commissioner Lotzar on January 8th to review our policies regarding field allocation and scheduling of sport teams. The attached information provides more documentation regarding sport field usage and sport field allocations. We also included xeriscape information from our Water Department in order to clarify the purpose and proposed use of the xeriscape demonstration area.

If you have any questions prior to the commission meeting, feel free to contact any of us at 480 312-2722. We look forward to seeing you at the Commission meeting on January 22nd.

Background on Little League Use of Existing Chaparral Ballfields

The four ballfields that are currently on the north end of Chaparral Park, located on Hayden, north of Jackrabbit Road were completed in 1974. At this time the "East Scottsdale Little League" was involved with the planning and development of those fields. In 1972, Paul T. Davis, then the Assistant City Manager for the City of Scottsdale, wrote a letter to Hallcraft Homes committing to "priority use of these fields [Chaparral Park] to the large little league organization working out of the Mohave School Area".

That commitment is still kept today. The City has since gone back and upgraded the lighting and will do so as needed in the future. Little League continues to have priority use during the Little League season on these fields. They do not have "exclusive use", but the East Scottsdale Little League and the outgrowth of that league, the McCormick Ranch Little League, continue to have priority usage of this facility during the little league season.

Xeriscape Demonstration Garden at Chaparral Park

The City of Scottsdale entered the No-Per-Capita Conservation Program by signing a stipulated agreement with the Arizona Department of Water Resources. One of the water conservation measures of the Program is an educational standard. The Xeriscape demonstration garden offers a unique educational opportunity to present information on using Xeriscape principles to create water-conserving landscapes. Xeriscape landscapes enhance the environment even through naturally occurring dry periods.

Urban landscapes are closely tied to our water supplies. High-water-use landscapes account for 50-80% of residential water use.

In a survey that was conducted during 2002, citizens demonstrated their support by responding to a survey in which 90% of respondents reported that they would value viewing landscape specimen plantings to help them make informed landscape choices.

The Chaparral Park site is outstanding in that it meets the guidelines for demonstration gardens and has the added advantage of being adjacent to a water treatment facility with funding associated to the landscaping of that facility.

In addition, the landscape architect firm engaged for renovation of the park, Ten Eyck Landscape Architects, was recently recognized with a Valley Forward Crescordia Award for environmental excellence for their remarkable work at the Desert Botanical Garden.

There are other environmental benefits associated with Xeriscape landscaping. It benefits homeowners by reducing water bills and maintenance costs through the use of beautiful drought-enduring landscapes. It benefits the local community by enhancing regional identity.

Chaparral Park presents a unique opportunity to demonstrate the many interrelated benefits of Xeriscape and add a valuable educational element to the park experience.

COMMISSIONER OSTERMAN stated this has come a long way since April.

(CHAIRMAN GULINO OPENED PUBLIC TESTIMONY.)

SCOTT MILLER, 5814 N. 81st Street, stated he lives adjacent to the subject property line. He further stated don't let the number of residents that happen to speak tonight make you think their concerns have dwindled. There are still the same issues but they are tired of saying the same things. He expressed his concerns regarding the drainage pond that is currently on the property. He reported he is concerned about the number of dogs that continue to run free in the unfenced area. There needs to be more strength in reinforcing the rules. He asked if there was a phone number to call to report these incidents. He reported the group that was assembled for this project has done an outstanding job and he felt this case should be moved forward.

JOHN BARNES, 7737 N. Via De La Montana, stated he was here on behalf of youth sports. He further stated he fully supports this plan. They have done a great job in trying to address everyone's needs. He reported he attended the joint meeting between the city and the schools and was very excited about cooperation between the two groups because they all seem to want to work together to make all of the fields as nice as possible.

BILL SHOWKEIR, 5868 N. 81st Street, stated he recognizes the popularity and desirability of the off leash area as an amenity to the city, but it is not desirable to the homeowners in the area because it is noisy, smelly and is currently not kept up very well. He further stated he would request this area be located as far away from the residences as possible. He noted a lot of the questions he has about the operation are based on the current site. He further reported there is a high number of people that let their dogs run free outside of the off leash area and he cannot walk his dog outside of his house. He reported currently the site is locked up at night but once the golf facility goes away what would keep it from becoming a 24-hour facility. He further reported as early as 6:00 AM there are 10 to 15 cars there in the morning and people are allowing their dogs to run in the open fields. He inquired if the City would be providing any monitoring. He commented he is in favor of the ballfields. He inquired where the public trails would be.

(CHAIRMAN GULINO CLOSED PUBLIC TESTIMONY.)

MR. MEYERS stated loose dogs are an ordinance violation and would be enforced by the Police Department. He further stated once they are in the new facility there will be more opportunity to maintain the facility. He reported there is a security service that locks up at 10:00 PM. He reviewed the access for the site.

VICE CHAIRMAN LOTZAR inquired when the renovations to the existing park facility would come on line. Mr. Meyers replied they should be completed by the fall of 2005.

COMMISSIONER HEITEL stated regarding the issue of the dogs being off leash in the ballfield he felt the city should take a more proactive approach rather than telling them to call the police. He further stated they might need to educate the dog owners regarding this issue.

COMMISSIONER HENRY inquired if the off leash area is currently fenced and they enter through a gate. Mr. Meyers replied it is fenced and they enter through a double gated area. Commissioner Henry inquired if there was any signage currently at the site. Mr. Meyers replied in the affirmative. Commissioner Henry stated she would agree the city should be proactive and provide better signage and provide education for the dog owners. She further stated calling the police every time there is a loose dog will not work. This issue needs to be looked at.

COMMISSIONER NELSEN stated he hopes this moves forward to the City Council with the greatest possible speed. He further stated he felt this is a very workable plan. He noted he felt once everything is in place it should be easier to monitor

→ **COMMISSIONER NELSEN MOVED TO FORWARD CASE 2-MP-2002#2 TO THE CITY COUNCIL WITH A RECOMMENDATION FOR APPROVAL. SECOND BY COMMISSIONER OSTERMAN.**

THE MOTION PASSED BY A VOTE OF SEVEN (7) TO ZERO (0).

VICE CHAIRMAN LOTZAR stated he thought that the issues regarding and signage and rules for the off leash area are things that have been talked about and are in process. He further stated he would appreciate if they could put signs around the ballfields indicating you should not have your dog at the ballfields would be nice.

Vice Chair Lotzar stated Dick Tooker recently passed away and he served as a Board of Director on the McCormick Ranch Little and he was recognized for doing a lot for youth sports. He further stated as they revisit these fields he thought it would be nice to have a memorial acknowledging his past service because he did a lot for the city in a quiet way.

21-ZN-2002 (The Legends at Toscana) request by Legend Development, applicant, Collin Thorstenson, owner, to rezone from Single Family Residential (R1-35) to Single Family Residential, Planned Residential District (R1-7, PRD) including amended development standards on a 10 +/- acre parcel located at 12855 N 94th Street.



63-PA-02 #2

CASE NUMBER _____

LOCATION OF APPLICATION _____

SE Corner Hayden & McDonald

COMMUNITY INPUT CERTIFICATION

It is valued in the city of Scottsdale that all applicants for rezoning, use permit, and/or variances will inform, and will invite input from, neighboring residents and other parties that may be impacted by the proposed use. The applicant shall submit this completed certification with the application as verification that such contact has been made. Community input was solicited as documented below:

Date	Name (person, organization, etc.) and Address	Contact	Format	
		Meeting	Phone	Letter
2/7/02	See Attached	X		

Signature of owner/applicant

3-4-02

Date

2-MP-2002

03/04/2002

2-MP-2002#2

10/23/2002



PUBLIC MEETING

Our Future in Progress

Chaparral Water Treatment Plant and Park Extension

The City of Scottsdale is moving forward with plans to build a water treatment plant and an expansion of Chaparral Park at the southeast and northeast corners of McDonald Drive. Come learn about preliminary plans, schedules and give us your input on the new facilities.

The city council approved an engineering services contract in November and design is currently underway.

The water treatment plant will have the ability to process 30 million gallons of drinking water per day and will serve Scottsdale residents and businesses south of the Arizona Canal. The treatment plant will utilize state-of-the-art technology to produce very high-quality drinking water for Scottsdale.

In conjunction with the treatment plant, the potential exists for additional park facilities. The off-leash dog area will be maintained during construction and a permanent site will be identified. In addition to the dog run, possible park amenities include:

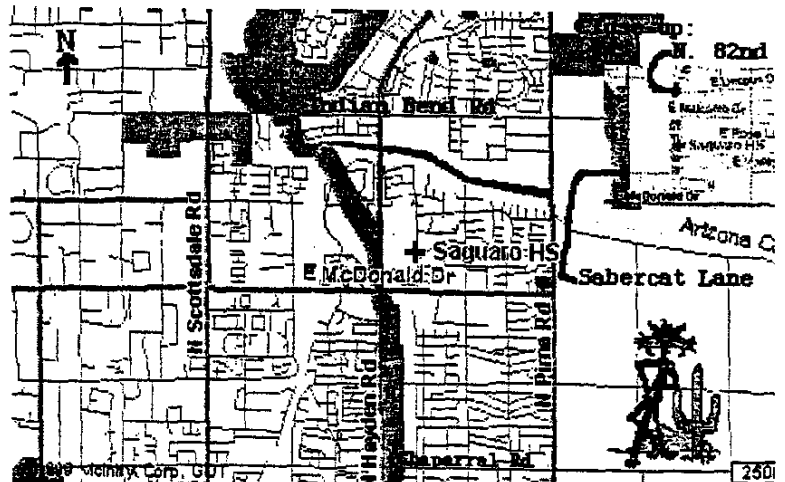
- Lighted ball fields
- Parking
- Restrooms
- Multi-use path
- Landscaping
- Irrigation

Join us on February 7th to learn more and help us determine the future of this new facility.

Public Meeting

Chaparral Water
Treatment Plant and Park
Extension

Thursday, February 7,
6:30 p.m.
Saguaro High School
Cafeteria
6250 N. 82nd Street,
Scottsdale



Questions?

For more information about this project or the Public Meeting, please contact Project Manager Bill Peifer with the City of Scottsdale at (480) 312-7869.

1st Meeting Mailing List

Last Name	First Name	Street Address	City	Zip
Lare	Dan	6433 N. 77th Way	Scottsdale	85250
Stephens	Gary	5420 N. 81 St. Place	Scottsdale	85250
Brown	Mike	95831 116th St.	Scottsdale	85259
Stadel	Dennis	5820 N 81st.	Scottsdale	85250
Bishop	Jim	5802 N. 81st	Scottsdale	85250
Moseley	Donn	7954 E. Sandalwood	Scottsdale	85250
Sokol	Holly	10912 E. Gary Rd.	Scottsdale	85259
Sifert	Alex & Larry	5320 N 81st Place	Scottsdale	85250
Craig	Glenn	7485 E. San Miguel Ave.	Scottsdale	85250
Fadzen	Tony & Patti	5856 N 81st	Scottsdale	85250
Martin	Paul	815 N Hayden Rd. Apt B204	Scottsdale	85257
Wherle	Jan	5820 N 81st.	Scottsdale	85250
Mueller	Frances	7214 N. Via De Paesia	Scottsdale	85258
James	Sherri	8460 E. Pepper Tree Ln	Scottsdale	85250
Schaid	Justin	7525 E. Camelback	Scottsdale	85251
Tomigh	Bob	5419 N. 81st	Scottsdale	85250
Vlahoulis	Andrew	6019 N. 80th Place	Scottsdale	85250
Resident		5902 N. 83rd St.	Scottsdale	85250
Sawicki	Virginia	7950 E. Starlight Way #124	Scottsdale	85250
Edwards	Lynn	7764 E. Rovey Ave	Scottsdale	85250
McGowan	Rosemarie	5142 N. 81st place	Scottsdale	85250
Craig	Peggy	7485 E. San Miguel Ave.	Scottsdale	85250
Garvey	Dan	5319 N. 81st Place	Scottsdale	85250
Mylar	Johnna	5814 N 81st Place	Scottsdale	85250
Jacobson	Donna	5980 N. 83rd St.	Scottsdale	85250
Schlosser	Dennis	5980 N. 83rd St.	Scottsdale	85250
Dines	Leah & BJ	6055 N 81st	Scottsdale	85250
Caldwell	Mack & Margaret	8225 E. McDonald Dr	Scottsdale	85250
Kreuder	Ferebel	5913 N. 81st	Scottsdale	85250
Carroll	Mary	5841 N 81st	Scottsdale	85250
Zimmerman	Jack	5902 N. 83rd St.	Scottsdale	85250
Song	Doreen	2625 N. 68th	Scottsdale	85257
Thalblum	Ray & Rita	8208 E. McDonald Dr.	Scottsdale	85250

2-MP-2002
03/04/2002

Dan Lare
6433 N. 77th Way
Scottsdale, AZ 85250

Gary Stephens
5420 N. 81 St. Place
Scottsdale, AZ 85250

Mike Brown
95831 116th St.
Scottsdale, AZ 85259

Dennis Stadel
5820 N 81st.
Scottsdale, AZ 85250

Jim Bishop
5802 N. 81st
Scottsdale, AZ 85250

Donn Moseley
7954 E. Sandalwood
Scottsdale, AZ 85250

Holly Sokol
10912 E. Gary Rd.
Scottsdale, AZ 85259

Alex & Larry Sifert
5320 N 81st Place
Scottsdale, AZ 85250

Glenn Craig
7485 E. San Miguel Ave.
Scottsdale, AZ 85250

Tony & Patti Fadzen
5856 N 81st
Scottsdale, AZ 85250

Paul Martin
815 N Hayden Rd. Apt B204
Scottsdale, AZ 85257

Jan Wherle
5820 N 81st.
Scottsdale, AZ 85250

Frances Mueller
7214 N. Via De Paesia
Scottsdale, AZ 85258

Sherri James
8460 E. Pepper Tree Ln
Scottsdale, AZ 85250

Justin Schaid
7525 E. Camelback
Scottsdale, AZ 85251

Bob Tomigh
5419 N. 81st
Scottsdale, AZ 85250

Andrew Vlahoulis
6019 N. 80th Place
Scottsdale, AZ 85250

Resident
5902 N. 83rd St.
Scottsdale, AZ 85250

Virginia Sawicki
7950 E. Starlight Way #124
Scottsdale, AZ 85250

Lynn Edwards
7764 E. Rovey Ave
Scottsdale, AZ 85250

Rosemarie McGowan
5142 N. 81st place
Scottsdale, AZ 85250

Peggy Craig
7485 E. San Miguel Ave.
Scottsdale, AZ 85250

Dan Garvey
5319 N. 81st Place
Scottsdale, AZ 85250

Johnna Mylar
5814 N 81st Place
Scottsdale, AZ 85250

Donna Jacobson
5980 N. 83rd St.
Scottsdale, AZ 85250

Dennis Schlosser
5980 N. 83rd St.
Scottsdale, AZ 85250

Leah & BJ Dines
6055 N 81st
Scottsdale, AZ 85250

Jack & Margaret Caldwell
8225 E. McDonald Dr
Scottsdale, AZ 85250

Ferebel Kreuder
5913 N. 81st
Scottsdale, AZ 85250

Mary Carroll
5841 N 81st
Scottsdale, AZ 85250

Jack Zimmerman
5902 N. 83rd St.
Scottsdale, AZ 85250

Doreen Song
2625 N. 68th
Scottsdale, AZ 85257

Ray & Rita Thalblum
8208 E. McDonald Dr.
Scottsdale, AZ 85250

Comments From 9/19/02 Chaparral Water Treatment Plant & Park Extension

Can dogs be moved to reservoir area north of McDonald? This frees up additional space for multiuse fields.

Can soccer fields overlays be repositioned to accommodate a standard size soccer field of 130 yards x 90 yards? We have only Chaparral West today that approached size for kids 12years & older.

It looks wonderful.

I suggest you do all the paths 8-10 ft ASHTO standard even if they are not meant onulte-modal, they will get used that way.

Love the public art pokatial & landscaping

Find a way to place a full size multipurpose field on the complex (130 yards x90 yards).

Remove trees and fence between ball fields.

Square off ball fields so there is more practice area

Disallow dogs on Park facilities.

Move dog park around irrigation reservoir walkway under McDonald, parking at dog show, dog play zone, put full size field at dog play area.

I can't believe that 4.6 acres are dedicated to dogs when kids don't have practice or play areas.

This seems to be a good plan...hopefully it will turn out that way...so that all doggies & their owners enjoy.

It would nice to have a body or water for the water dogs.

The dog park area is now closer to homes on the south end.

Please move the southeast fence back to the west.

I sit on my patio and hear Bark-Bark-Bark.

The dog area needs noise enforcement by a ranger.

Leave the existing miniature golf area with ponds. Fence the area into the dog park.

As neighbors (on park) we do not want a larger dog park-please distribute the dog & put 1/3 of dog park north of Hayden.

I understood earlier the dog park would not be larger than 3 acres!

More room, more dogs, more barking. They wake me up at 6am sat. & sun. now

DO NOT PLANT row of trees between fields

It looks neat! It is an ideal location for a water treatment facility.

Thank you for maintaining the dog park & expanding it.

The ball fields will also be nice. It looks like you really listened to the community's concerns & desires.

My interest is the dog park and it looks like a great improvement over the present one!

Also, glad to see plan for 2 more parks.

Do not want dog area in small park area where lake is.

Please do not cut down existing trees.

Love all of it!

Terrific water treatment facility-nice styling.

Like entrances off Hayden

Keep ped. Path entrance at 82nd & McDonald

Thanks for the opportunity to see & comment.

Great Job! I like it.

I would love to see the old pine trees removed behind my house when you dig for the reservoir and I'd like a tree behind my house if I can have input as to the location.

Please put in the ball field with the good lighting. We support families!

Keep pagola from blocking too much view & hide the fence as nicely as you can. Thanks.

Please make sure that the priority of the park is the ball fields and we make them capable of as many uses as possible. Please include me on any mailing list for any parks related items.

Please stay tough about having lighted ball fields. Build as many as you can.

I love the new ideas for the dog park area. Don't forget Big shade trees & water for the dogs.

A little pond for the dogs would be great!

We desperately need additional soccer fields. At best the two new soccer fields won't be ready until winter 05 and they will be dual use.

It is strongly recommended that we put lights at Chaparral East & Chaparral South soccer fields. Our children need additional space after dark to practice soccer.



Chaparral Water Treatment Plant & Park Extension

City of Scottsdale Open House
September 19, 2002

Sign-In Sheet

NAME	ADDRESS	PHONE	E-MAIL
✓ Jim Hubbard	8211 S. 48 TH ST. PMB 85044	(602) 438-2200	jhubbard@estandee.com
✓ ANDY VLAHOULIS	6019 N 80 TH PL 85250	480-748-3703	
✓ Jim Bishop	5802 N. 81 ST ST. 85250	480-905-8183	
✓ BILL SHAWKER	5868 N. 81 ST ST 85250	480 664-6132	EST
✓ Bruce Barnhill	7035 E. Balfour PV - 85253	480-994-9106	



Chaparral Water Treatment Plant & Park Extension

City of Scottsdale Open House
September 19, 2002

Sign-In Sheet

NAME	ADDRESS	PHONE	E-MAIL
Cirris Murphy	8221 E. Keim Dr. 85250	368-0783	ROADSONGA@cox.net
Preson Phillips	COS	312-2769	
Frank & Maureen Mitchell	5808 N 81ST ST	480 951 2469	
Ron Carter	COS 2917 E. Avalon Dr.	480-390-3359 312-2769	chicken852@msn.com
Rosemarie McLea	5142 N. 81st	9949968	
Nikki Binkley	8510 E. McDonald	480-368-8770	QXWOMAN@CS.COM
Scott Graham	10651 E San Salvador	480-391-1411	dsgmhan53@yahoo.com
Rosemarie McLea	8100 E Camelback	949-5767	mypugnobody@aol.com
Stephanie Winn	6431 E. Palm Ln.	949-8710	
ROGER ATHEY	5711 E ASTER	998-4385	rja2@cox.net
Patti McFedzen	5856 N. 81st	922-1057	tonymcfedzen@cox.net



Chaparral Water Treatment Plant & Park Extension

City of Scottsdale Open House
September 19, 2002

Sign-In Sheet

NAME	ADDRESS	PHONE	E-MAIL
Jan Wehrle	5820 N. 81st	480-991-0236	JANWehrle@cox.net
Dennis Stadel	5820 N. 81st	"	"
Dennis A. Schlos	5980 N. 83rd St	(480) 998-2881	
John Urbanic	6035 E. Vroman	480-945-0994	
Ken Moore	14615 N 100th Way Scottsdale 85260	480-451-3449	
Rynn Timmons	7764 E Rovey	607-2723	Timmons@Speedchoice.com
Tony McFarlane	5856 N 81st	922-1051	

Peifer, Bill

From: martha andrews [mka6@msn.com]
Sent: Wednesday, September 18, 2002 9:15 PM
To: Peifer, Bill
Cc: piepoblete; Bruce Barnhill; Mary Conklin
Subject: More lighted fields at Chaparral

To whom it may concern:

I wanted to take the time to make it known how important I believe the need for expansion of more lighted sports related fields at Chaparral Park. I currently have 4 children using the Chaparral field throughout the year and their teams have to fight for space during the evening. Lighted sports related fields are rare and overcrowded and the City of Scottsdale has a great opportunity to make a difference to its residents by expanding lighted sports related fields (especially soccer).

Thank you
Martha Andrews
480/661-6567

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10/3/02

Peifer, Bill

From: Alan Davidson [amerad@yahoo.com]
Sent: Thursday, September 19, 2002 8:53 AM
To: Peifer, Bill
Subject: Lighted Fields

As a parent of two kids playing soccer in Scottsdale, a former coach in the recreational league, and a current referee, I urge you to support lighting for an additional field at Chaparral Park. The current situation is dangerous as it causes the only lighted field to be overused and a hazard to players as the condition of the field deteriorates.

Thank you for your support.

Alan Davidson
McCormick Ranch

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New DSL Internet Access from SBC & Yahoo!
<http://sbc.yahoo.com>

Peifer, Bill

From: Todd Talbert [ttalbert@mindspring.com]
Sent: Thursday, September 19, 2002 7:38 AM
To: Peifer, Bill
Subject: Lighted Fields

Hello,

It is not my intention to sound like a broken record. I believe that you already recognize the need for additional field space in particular, "lighted fields". Regardless of the sport, Soccer, Baseball, Football, Softball, there is a growing demand for additional facilities. It appears that there is an opportunity to expand Chaparral Park and NOW is the time to act to expand the field. Why wait, the problem is not going to go away it is only going to get worse!

In addition, you have a great opportunity and location to build a very unique and much needed facility at Princess and Greenway. This multi purpose facility will benefit the masses. PLEASE approve the facility and begin construction before it is too late!

Thank you for taking the time to read this email.

If you would like to speak with me in person, you may reach me at the number below.

Todd Talbert

(480) 473-1235

9/27/02

-----Original Message-----

From: Peifer, Bill [mailto:bpeifer@ci.scottsdale.az.us]
Sent: Tuesday, September 24, 2002 2:28 PM
To: 'Eric Swanson'
Subject: RE: Expansion Plans at Chaparral Park

Eric-

As I said via voice mail, we will be soliciting engineering submittal soon. Part of the determine of final scope will be setting requirements to maintain urban fishery- delivers, depth and other concerns. I expect to have an engineer in November and will setup meeting to discuss your input. I am some experience in Phoenix Parks with lakes and urban fishing but if there are any standards you think would help get scope started, please send them to me.

Thanks for the interest,
Bill Peifer

-----Original Message-----

From: Eric Swanson [mailto:ESwanson@gf.state.az.us]
Sent: Wednesday, September 18, 2002 2:55 PM
To: Peifer, Bill
Subject: Expansion Plans at Chaparral Park

Hello Bill,

As manager of the Arizona Urban Fishing Program, I am very interested to learn more about what changes are planned at Chaparral Park, particularly the Lake itself or access to the lake by anglers or our stocking trucks. The Arizona Game and Fish Department has enjoyed a successful partnership promoting fishing at Chaparral Lake since 1983. Both Doug Nohren and Bill Exham suggested I contact you directly for information on any planned changes to Chaparral.

I would appreciated receiving any planning documents or project proposals you could send me related to Chaparral Lake. I will try to catch you by phone as well.

Eric Swanson <*)}}}}><
Urban Fishing Program Manager
AZ Game and Fish Department
2222 W. Greenway Road
Phoenix, AZ 85023
email: eswanson@gf.state.az.us
office: (602) 789-3263
FAX: (602) 789-3265

Peifer, Bill

From: Eric Swanson [ESwanson@gf.state.az.us]
Sent: Tuesday, September 24, 2002 5:15 PM
To: Peifer, Bill
Cc: Nohren, Doug
Subject: RE: Expansion Plans at Chaparral Park

Bill,

Thank you for your efforts to reach me and include our input. I'm not sure how extensive your restoration vision is for Chaparral Lake, but it could certainly benefit from dredging portions of the lake, enhancing the aeration system, and regaining some of the original lake shoreline by rebuilding the banks from 5-15 feet back into the lake. I encourage you to examine and compare aerial photographs of the lake today and 20+ years ago to quantify the extent of shoreline erosion and outward "migration." This long-term process has created a tremendous "shallowing" affect to the lake.

As far as guidelines, we recommend recreating a stable shoreline (rock or rip-rap) with a water depth of 12-20 inches at the bank that slopes at a 3:1 rate for 6-10 feet, then drops off even faster to the maximum lake depth. The 14-15 foot maximum lake depth is good, however some areas on the north end and around the island are too shallow and would benefit from dredging to a 10 foot minimum. To improve circulation, reduce overheating, reduce algae and aquatic weed growth problems, and provide good fishing conditions within casting range of children, the key is to gain lake depth in as short a distance as possible from the shoreline.

With the island serving as a prolific breeding ground for domestic ducks and geese resulting in diminished water quality and many other problems and complaints, we support removal of the island or modifying the island shoreline using rock or other material to create an 18-24 inch drop-off that makes it difficult for ducks to move on and off of.

If lake levels are to be lowered for any lake work, we would like to see additional fish habitat placed in the lake basin. I'm referring to rock reefs, boulder piles, and gravel spawning beds. The AGFD may be able to purchase some of these materials for your project. At a minimum, I think we could fund at least \$10,000 worth.

We would like to map out a permanent route and location for our fish stocking operations throughout the year. Site modifications may be necessary to stabilize the ground where the semi truck must travel, maintain a corridor clear of trees and obstacles, and provide a deeper water drop zone for the fish that is erosion resistant.

These are some of my main preliminary thoughts on lake renovation. I look forward to working with you to ensure Chaparral Lake continues to be a point of pride for the city, an attraction to the public, and a healthy and productive fishery for the anglers.

Eric Swanson <*)}}}}><
Urban Fishing Program Manager
AZ Game and Fish Department
2222 W. Greenway Road
Phoenix, AZ 85023
email: eswanson@gf.state.az.us
office: (602) 789-3263
FAX: (602) 789-3265

Peifer, Bill

From: mconklin@cox.net
Sent: Tuesday, September 17, 2002 8:37 PM
To: Peifer, Bill
Subject: Re: Park

Dear Mr. Peifer, Thank you for including the letter and sending me further notices. Mary Conklin

----- Original Message -----

From: Peifer, Bill
To: 'mconklin@cox.net'
Sent: Monday, September 16, 2002 4:48 PM
Subject: RE: Park

Mary-

Your email will be included in documentation for the project public involvement. There are 2 multi use fields planned for the extension of Chaparral Park- little league, softball and soccer are possible on the layout. They will be lighted.

I will add your address to the project list for future project notices.

Thanks for your interests and support,
BP

-----Original Message-----

From: mconklin@cox.net [mailto:mconklin@cox.net]
Sent: Monday, September 16, 2002 4:33 PM
To: Peifer, Bill
Subject: Park

Hi, I am a mother of three kids who play and live and participate in the lovely area of Scottsdale. I have used Chapparal Park more times that I can remember. I can get to every inch blindfolded. I hope the expansion will put extra playing fields for soccer, baseball and any other sports that frequent the park. It is hard to get "numbers" of people out to support this when we are all out doing the things we support. I have three commitments to my sons that night which include two at soccer and one at Boy Scouts. I support any decision to expand and wish I could be there to support this cause. Is there any other way to show our support? Thank you. Mary Conklin

9/27/02

Peifer, Bill

From: T House [welaughoutloud@yahoo.com]
Sent: Thursday, September 19, 2002 9:25 AM
To: Peifer, Bill
Subject: Lighted Sports Fields

Despite all of the studies and planning that the City of Scottsdale does there is still a shortage of usable parks that can be used at night when the majority of adults and children have the time to enjoy the outdoors. A retention area with grass is great to look at and can serve other purposes besides holding rain water - but they usually don't have light's, parking, bathrooms or areas large enough for regulation size sports activities. Since developer's must have these retention area's the city often trades off parks for this retention and "open space" area to lessen the financial impact on the developer. Maybe the city needs to step up and spend a few dollars (but not pay inflated prices) instead of trading uses to get useable parks.

The City of Scottsdale has provided many new baseball complexes within the city but there is not a single soccer complex. The cities of Phoenix, Glendale, Tempe, Gilbert, and Chandler all have provided there citizen's with at least one soccer complex and in some cases several. I would hate to think that the number of retired wealthy profesional baseball player's who live in Scottsdale and whom everyone enjoy's knowing and pleasing has anything to do with this imbalance. With baseball becoming a year round sport (as is soccer) the quest to win, get scholarships to college and hopefully get that big professional contract the sharing of fields is becoming less feasible. Soccer does not have high paid and high profile players in this country but more children play in youth soccer programs in the USA than in any other sport. Add to this the number of these players who continue to play as adults as well as the growth within our population of cultures who play soccer as a primary sport and then factor in the influx of foreign nationals and we have a sever shortage of fields with a tidal wave of growth in participants.

I ask that you increase the number of soccer fields within Scottsdale and add lights to the existing fieds to increase the opportunities for people to get out of the house, be physically active, socialize with other people, and enrich their lives through sports. When you add light's to existing parks please do not be intimidated by the few who live around these parks and think it is part of their back yard. These people chose to buy their homes adjacent to parks and now want to deprive the community of using the park for the purpose it was built. These are selfish people who use their wealth and threat of how they vote for personal gain at the expense of thousands of Scottsdale citizen's as well as visiting players and supporters. You should come out to Mountain View Park for an 8:00 am game and have to tell a visiting team as well as your own that they have to stay in a certain area on the field and can't cheer too loud or the neighbors will call the police and they will stop the game. These visiting teams start to believe all the wierd things they hear about Scottsdale when they can't cheer their kid's on in a soccer game being played in a public park.

The microcosm of sports add to the healthy lifestyle that the City of Scottsdale so proudly tell's the world it's citizens enjoy. Now is the time to back that statement up with action by adding new fields and light's to existing fields.

Sincerely, Donn House

Do you Yahoo!?

9/27/02

Peifer, Bill

From: Doug Allday [DAllday@kyocerasolar.com]
Sent: Thursday, September 19, 2002 9:43 AM
To: Peifer, Bill
Subject: RE: Expansion of sports fields for soccer at Chaparral Park

Bill,

Thanks for the quick response. Any help we can get will very much be appreciated. Sorry about the title, guess that could be good or bad depending....

Doug

-----Original Message-----

From: Peifer, Bill [mailto:bpeifer@ci.scottsdale.az.us]
Sent: Thursday, September 19, 2002 9:40 AM
To: Doug Allday
Subject: RE: Expansion of sports fields for soccer at Chaparral Park

Doug-

I am not an elected official, just a city employee but I will pass on your email.

Thank you for your interest in the proposed Chaparral Park improvements. The City has programmed money for the project to include lighting the proposed 2 multi use ballfields for soccer, little league and softball. Your support will be included in documentation for future public involvement submittals

Bill Peifer

-----Original Message-----

From: Doug Allday [mailto:DAllday@kyocerasolar.com]
Sent: Thursday, September 19, 2002 9:38 AM
To: Peifer, Bill
Cc: 'David Petula'; 'mconklin@cox.net'
Subject: Expansion of sports fields for soccer at Chapparral Park

Dear Councilman Peifer,

I would like to encourage the city counsel that the Chapparral Field expansion be more geared towards sports related fields (lighted), especially soccer. Scottsdale has a tremendous number of youth players in both recreational and club soccer, my daughter being one of them. Sports keep our youth busy with healthy activities with evening practices and weekend games, and away from less desirable activity. Having had two sons go through soccer, and now a daughter it is my experience that this is money well spent.

My company, Kyocera Solar, Inc. has 80 employees working in Scottsdale, many who also have kids involved in sports related activities as well. Please consider the additon of lighted soccer fields in the expansion of Chapparral Park.

Thank you,
Doug Allday
- President
Kyocera Solar, Inc.
Scottsdale Airpark

Peifer, Bill

From: martha andrews [mka6@msn.com]
Sent: Wednesday, September 18, 2002 9:15 PM
To: Peifer, Bill
Cc: piepoblete; Bruce Barnhill; Mary Conklin
Subject: More lighted fields at Chaparral

To whom it may concern:

I wanted to take the time to make it known how important I believe the need for expansion of more lighted sports related fields at Chaparral Park. I currently have 4 children using the Chaparral field throughout the year and their teams have to fight for space during the evening. Lighted sports related fields are rare and overcrowded and the City of Scottsdale has a great opportunity to make a difference to its residents by expanding lighted sports related fields (especially soccer).

Thank you
Martha Andrews
480/661-6567

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9/27/02

Peifer, Bill

From: Vanyo, Susan L [SVANYO@amfam.com]

Sent: Thursday, September 19, 2002 9:11 AM

To: Peifer, Bill

Subject: Chapparal Field

I am writing in support of the expansion of Chapparal Field, to add lights on the soccer fields. As a parent of 2 soccer players it would be wonderful for our kids to have lighted fields right here in the middle of Scottsdale so they can enjoy their sports without having to commute to the north end of town and fight for field time.

Please consider this for the future of our kids and support of their athletic endeavors.

Thanking you in advance,

Susan Vanyo

9/27/02

Peifer, Bill

From: KicksEnterprises@aol.com
Sent: Thursday, September 19, 2002 7:30 AM
To: Peifer, Bill
Subject: Chaparral Fields

To whoever it may concern,

I am writing to express my thoughts on the utilization of Chaparral Park in the future. I am currently a resident of Scottsdale and both train and watch children that play for the Arcadia Scottsdale United Soccer Club.

The administrators for the Club do a wonderful job in very difficult conditions. One of the conditions that make it so difficult is the provision of fields. ASUSC has over 2000 Scottsdale children in their program and have been granted the use of 4 lighted fields. It seems that policy has dictated that fields in North Scottsdale have been granted to other sports organizations and rumors are that the fields planned for Hayden and Bell Road (Princess Drive) are tentatively allocated to Serino Soccer Club which has Phoenix children which is a farce.

Please allocate the space to sports fields - the children deserve it.

Regards,

Chris

Chris Brown

Peifer, Bill

From: amanda maddock [akaangel101@yahoo.com]

Sent: Thursday, September 19, 2002 6:50 AM

To: Peifer, Bill

hi, my name is Amanda Maddock and I play for a competitive soccer team. We would really appreciate a bigger feild becuase we need to work on staying spread apart and we can't do that now because we practice on small feilds. I would really appreciate it if we got bigger feilds.

sincerely,

Amanda Maddock

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New DSL Internet Access from SBC & Yahoo!

9/27/02

Peifer, Bill

From: Monkybusiness103@aol.com
Sent: Friday, September 20, 2002 3:27 PM
To: Peifer, Bill
Subject: (no subject)

Dear Sir,

Lack of soccer field space has always been an issue in the state of Arizona. The extra area at Chaparral Park should be geared towards not only soccer fields, but other sports fields as well. I know all of the soccer players in ASUSC like myself would really appreciate the extra field space. Thank you so much.

Sincerely,
Chelsea Simon
Blackhawks 88

9/27/02

Peifer, Bill

From: kerri.vise@honeywell.com
Sent: Thursday, September 19, 2002 7:31 AM
To: Peifer, Bill
Subject: lighted fields

Concerning the issue of more fields (specifically lighted fields) at Chapparal I would like to say that they are desparately needed. It is not not safe for the kids to practice in the dark. Serious injuries can occur when the kids can not see where (or on what) they are running.

My 6 year old, who is on a recreational soccer team, is slowly being forced to practice in the dark - as the sun is setting earlier. More lighted fields are needed throughout the valley, but especially at Chapparal. This park is highly used - which is great because it is such a wonderful park - but it needs to be safe and be able to handle the increasing number of kids participating in sports.

Thanks,
Kerri Vise

Peifer, Bill

From: CAROLINA BOWEN [JBGoalie@msn.com]

Sent: Wednesday, September 18, 2002 7:04 PM

To: Peifer, Bill

Subject: Lighted fields @ Chapparal

Please make sure that the fields at Chapparal receive the proper lighting required. There are so many teams and sports vying for these fields. It is very important that the available time for the fields is expanded to accommodate more teams with a longer window of use. Please do as much as possible to correct this problem as soon as possible.

Regards

Jeffrey M Bowen

9/27/02

Peifer, Bill

From: Blaha, Bert [bert.blaha@intel.com]
Sent: Thursday, September 19, 2002 6:42 AM
To: Peifer, Bill
Subject: Please Provide more Lighted Soccer Fields

I've been a resident of Scottsdale for the past seven years and my daughter plays for the Arcadia Scottsdale United Soccer Club. Please understand we have to practice on 1/4 or less of field every week from 7:30 to 9PM at night because there are not enough lighted soccer fields available to use. Also, because Chaparaal park gets over used -- it become a dust bowl by mid October thus creating not only a small space, but an unhealthy one at that. I've been to several meetings in the past where all I get the feeling is that the city hears us but does not do anything? Please help, this has become a nightmarish situation.

Peifer, Bill

From: brt7500@ix.netcom.com
Sent: Wednesday, September 18, 2002 9:33 PM
To: Peifer, Bill
Subject: Need more lighted fields in Scottsdale

Please do your best to make this happen for our kids. --Juanita & Phil
Francis

Peifer, Bill

From: J3Kinnes@aol.com
Sent: Wednesday, September 18, 2002 10:21 PM
To: Peifer, Bill
Subject: (no subject)

To Representatives of The City of Scottsdale.

Per your upcoming meeting Thursday, Sept. 19, this e-mail is in support of expanded lighted soccer fields at Chapparal Park. They are badly needed now and that need will only get worse in the future. My daughter's soccer team is currently assigned an unlighted field next to a lighted field, which is not a desirable situation.

Sorry we are unable to attend your meeting, but thank you for considering our input.

Sincerely,

Jane and Kahle Innes
10628 E. Penstamin Dr.
Scottsdale, AZ 85255

Peifer, Bill

From: Julie Hoban [jhobanxyz@earthlink.net]
Sent: Thursday, September 19, 2002 8:26 AM
To: Peifer, Bill
Subject: Chapparal Field expansion Usage

Hello,

I'm writing about the designated use of the Chapparal field expansion project. As a parent of two SUSD students who engage in after school sports, I encourage the City of Scottsdale to install more soccer fields. There appears to be a shortage, and as we hear all too often in the media, we need to encourage today's youth to engage in sports and get outdoors to play as opposed to indoor isolated activities such as Nintendo or television.

Sincerely,
Julie Hoban
--- jhobanxyz@earthlink.net

Peifer, Bill

From: sephillips1 [sephillips1@msn.com]
Sent: Thursday, September 19, 2002 3:22 AM
To: Peifer, Bill
Subject: Need For Increased Field Space for Soccer

My understanding is the City of Scottsdale is considering increasing the size or field space at Chaparral Park. The purpose of this note is to express the need we have for more space. Soccer is proving to be a 8 - 10 month per year sport. Each year an increasing number of children ranging in ages from 7 through high school - both boys and girls - play the game - at a competitive level. If the city is going to serve the needs of families with active children - the city must adapt and provide quality, lighted fields for practice and play.

As a parent, I would rather have my children (I have 3, ages 13, 13 and 10) participate in youth sports versus "just hanging around".

Hopefully, you will respond accordingly, and take steps to increase the space (fields) allocated to this important activity.

Thank you.
Stephen Phillips
11426 E Mission Ln
Scottsdale, AZ 85259
480-860-0770

Peifer, Bill

From: Bill Atchinson [watch-az@qwest.net]
Sent: Wednesday, September 18, 2002 6:50 PM
To: Peifer, Bill
Subject: Chapparel Field

I'm writing this letter on behalf of all of the kids and parents involved with our girls soccer team to support the expansion of field lights at Chapparal. We are part of the ASUSC soccer club and our club has the fortunate challenge of supporting 4 competitive teams at the 13 year old group (totalling 60+ families in this age group alone). The space that we have these kids to practice has become increasingly hard to access over the past few years as Scottsdale continues to grow but our investment in park facilities has slipped behind the broad community needs.

If you agree with all of us about wanting to continue to make Scottsdale a wonderful place for our kids, then supporting ideas like the lighting of more space at Chapparal Park is an action that will make a major difference to many families in our community - now and well into the future. Thanks so much for your consideration.

Best regards -
Bill Atchinson

Peifer, Bill

From: Meg McDowell [mcdowell35@cox.net]

Sent: Thursday, September 19, 2002 1:42 PM

To: Peifer, Bill

I am writing this to express my concern over the lack of fields in the city. We have so may youth wanting to be involved with sports, but Scottsdale can't seem to accommodate all of the teams. I FULLY support the expansion of sports fields in our city.

Sincerely,
Meg McDowell

9/27/02

Peifer, Bill

From: BRUCEBARNHILL@aol.com
Sent: Thursday, September 19, 2002 8:25 PM
To: Peifer, Bill
Subject: Lighted Soccer Fields

Bill

I'm the father of two girls who are very involved with ASUSC youth soccer. ASUSC has over 2,000 children from Scottsdale in their club. There are simply not enough lighted soccer fields to handle the needs of the club safely. We have 6 teams practicing on Chaparral at all times every evening between 4:30 and 9 PM. We have a similar situation at Mountain View Park. Having 6 teams on each field at all times does give the children adequate space to practice. In addition the fields get over used and turn into dust bowls by the end of January.

ASUSC works with Scottsdale youth 12 months out of the year. We need field space for them. Building dual access fields (splitting the year with baseball) does not provide the training areas for ASUSC. If we hope to build a competitive program for our children (similar in nature to Tempe, Phoenix and Cisco) we need to provide them with year around access to lighted fields that will be maintained.

A quick fix to the current problem is putting lights on Chaparral East and Chaparral South. In addition we need to expand the lighting at Mountain View. However, this is only a fix for the next 2-3 years. We are witnessing a rapid increase in children playing competitive soccer each year. To meet the needs of our children we will need to continue to dedicate additional space each year.

Sincerely
Bruce Barnhill

Peifer, Bill

From: kerry_k_lynch@bankone.com
Sent: Thursday, September 19, 2002 7:51 AM
To: Peifer, Bill

Importance: High

In tonight's meeting concerning the Expansion of Chaparral Park, please address the urgent need to expand the number of fields required for sports related activities in this area of Scottsdale. Currently it is nearly impossible to find a field to arrange soccer or baseball practices for youth sports. It is even more difficult to find a field for ad hoc sports activities. The ideal expansion would include lighted baseball, soccer and multipurpose fields that will be maintained to a level that will provide for grassy fields year round. Your ability to address this need will be appreciated.

Thanks,

Kerry Lynch

Phone 602-221-1718
E-Mail Pager KerryLynch@airmessage.net
Page 877-309-6875
Fax 602-221-4664

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Peifer, Bill

From: PBRITO1129@aol.com

Sent: Thursday, September 19, 2002 8:37 AM

To: Peifer, Bill

Subject: Soccer fields

Please add more soccer fields!!! We need them desperately! Prue Brito

9/27/02

Peifer, Bill

From: Kathy Blomberg [kathy.blomberg@cox.net]

Sent: Wednesday, September 18, 2002 7:13 PM

To: Peifer, Bill

Subject: lighted fields

To whom it may concern,

My daughter plays on the 90 Blackhawks and we are very impressed with the shape of the grass fields @ Chaparral park. The only problem is by 6:00PM half of the fields do not have lights and there is not enough room for all the children who are there to practice. There is also adult teams there waiting to use the fields but there is not enough light.

These kids are our future and to keep them fit and active is what is needed to keep them healthy and to do this we need more lights on these fields.

Any help you can give us would be greatly appreciated.

Sincerely,

Kathy Blomberg

9/27/02

Peifer, Bill

From: MMALASKA@aol.com
Sent: Wednesday, September 18, 2002 11:56 PM
To: Peifer, Bill
Subject: (no subject)

To whom it may concern:

Lighted fields for our girls who attend ASUSC Soccer are becoming a necessity as more and more talented players move to our wonderful area of Scottsdale! Just as our education system is hurting....so are our fields and places to educate our children in the sports arena.

It is simply mind boggling that tax dollars cannot be allocate to help fund these fields and provide safe, lighted fields for our daughters to play on. California doesn't seem to see the problems that this state of Arizona experiences. As a property owner in Arizona for only 4 years.....I have never seen such a "backwards" state!!! When you are dead LAST in the nation for education spending per child.....there is something DEAD WRONG with our priorities.....and part of educating our children mentally is educating them PHYSICALLY as well. With the huge problem of "OBESITY" in this nation.....maybe we should emphasize the importance of more participation in sports and physical activities for our children.....so that they can be better learners in school.....THEY DO GO HAND IN HAND!

Don't be as foolish as our other government officials in this state! Scottsdale is one of the wealthiest areas in the country.....let's provide our children with some of the best areas to perform as well!!!!

Thanks for addressing this issue!!!
C. Malaska
Scottsdale, Arizona
ASUSC Member

9/27/02

Peifer, Bill

From: Simon, Lori [LSimon@marchofdimes.com]

Sent: Thursday, September 19, 2002 11:40 AM

To: Peifer, Bill

Subject: Chapparal fields

As a mother of a 14 year-old female soccer player, who has enjoyed the sport for over 10 years now, I cannot impress upon you enough how necessary the fields at Chapparal Park are. They are in constant use by all age groups.

In a time when young men and women are searching for rewarding and healthful activities, I feel it behooves us as community citizens to provide our youth with these sports venues.

Thank you.

Lori Simon

Director of WalkAmerica

March of Dimes, Arizona Chapter

Ph: (602) 287-9927 / Fax: (602) 266-9793

The March of Dimes mission is to improve the health of babies by preventing birth defects and infant mortality.

9/27/02

Peifer, Bill

From: Roger Athey [rja2@cox.net]
Sent: Wednesday, September 18, 2002 8:56 PM
To: Peifer, Bill
Subject: Lighted Sports Fields @ Chapparal
City of Scottsdale Staff,

Please consider the needs of the multitude of children using the facilities at Chaparral Park. There is great demand for the very limited lighted field space @ Chaparral. The city could very easily increase the available lighted space for night time use by adding lights to the east side of the existing poles on the soccer fields. Any other reasonable proposal should be considered. Our soccer club is currently having to cram 5 teams onto one field to practice at night due to the huge demand for recreational opportunities for our children. Our kids are the fortunate ones, they weren't among the large group of children who were denied the opportunity to play due to lack of field space. Please help to keep the kids of today engaged in healthful, positive activities, and keep them off the streets. Thank you for your consideration.

Roger J. Athey
5711 E. Aster
Scottsdale, AZ 85254

9/27/02

Peifer, Bill

From: JSmith@phxindem.com
Sent: Thursday, September 19, 2002 12:07 PM
To: Peifer, Bill
Subject: Chaparral Expansion
Importance: High

Hi,

I am a coach of an ASUSC team of 10 year old boys. Because of the lack of lighted field space, we have been forced to practice at the Kiva school fields in semi-darkness. The field condition and lighting at Kiva are very poor which results in less than ideal or safe practice conditions. Last Thursday, in less than 20 minutes of scrimmage, we had two turned ankles and one twisted knee.

We support and encourage the expansion of Chaparral Park to include more soccer fields with additional lighted fields. Soccer is rapidly becoming the sport of choice for Valley youth and it behooves us to provide them with adequate field space to pursue their passion.

Thank-you
Joseph G. Smith

9/27/02

Peifer, Bill

From: Jonathan E. Dongell - Whitestone Cement Co. [jdongell@primenet.com]

Sent: Thursday, September 19, 2002 7:40 AM

To: Peifer, Bill

Subject: Soccer Fields

Dear sir,

Please allow our Blackhawk's Soccer Teams, the use of the lighted fields at Chaparral Field. At present, we do not have sufficient lighted fields for all of our teams. Without the lighted fields, we have to limit practices/games to daylight hours, which is not sufficient, if we are to remain competitiveness with other teams from other Cities and States. And, the situation will only worsen as we go into the fall months as the sun goes down earlier each night.

We have more kids now, than ever before, that want to play soccer. We MUST have your help in this matter, if we are to accommodate all of our children. PLEASE give us more access to lighted fields.

Thank you, for your time and your consideration in this matter.

Sincerely,

Jonathan & Joyce Dongell
11050 E. Laurel Ln.
Scottsdale, AZ 85259
PH: 480-860-6929

9/27/02

Peifer, Bill

From: CAROLINA BOWEN [JBGoalie@msn.com]

Sent: Wednesday, September 18, 2002 7:04 PM

To: Peifer, Bill

Subject: Lighted fields @ Chapparal

Please make sure that the fields at Chapparal receive the proper lighting required. There are so many teams and sports vying for these fields. It is very important that the available time for the fields is expanded to accommodate more teams with a longer window of use. Please do as much as possible to correct this problem as soon as possible.

Regards

Jeffrey M Bowen

9/27/02



SPEAKER/CITIZEN COMMENT CARD

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9

PLEASE PRINT NAME Jane Vahle MEETING DATE 12-11-02

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT _____

ADDRESS 1650 N Pima Rd ZIP 85257

HOME PHONE 480 970 9944 WORK PHONE _____

☒ YES, I WISH TO SPEAK REGARDING ITEM # 9 (62-MP-2002#2)

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☐ I AM IN FAVOR OF AGENDA ITEM # _____ ☐ I AM OPPOSED TO AGENDA ITEM # _____

☐ I WISH TO SPEAK DURING "PUBLIC COMMENTS" CONCERNING _____

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9

PLEASE PRINT NAME SCOTT MILLER MEETING DATE 12/11/2002

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT _____

ADDRESS 5814 N. 91ST STREET ZIP 85250

HOME PHONE (480) 905-8025 WORK PHONE (480) 643-6832

☐ YES, I WISH TO SPEAK REGARDING ITEM # _____

☒ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☒ I AM IN FAVOR OF AGENDA ITEM # 2-MP-2002#2 ☐ I AM OPPOSED TO AGENDA ITEM # _____

☐ I WISH TO SPEAK DURING "PUBLIC COMMENTS" CONCERNING _____

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- The chair will call your name when it is your turn to speak.
- Approach the podium and state your name and address for the record.
- Groups wishing to speak should elect a spokesperson to represent the views of the group.

Comments are limited to 3 minutes.

Speakers representing two or more persons may be granted additional time

A green light will appear when you begin your comments

A yellow light will appear when you have one minute remaining

A red light will appear when your 3 minutes are up

Comments Your staff has researched long + hard to accomodate all persons concerned. Follow their advice. As a resident with a common boundary on subject property, I see 3-4 owners with dogs off leashes in the field every day. WHO SHOULD I CALL? Can you police this for a short period (2 weeks) to gain statistics? Eleven o'clock is ~~too~~ too late to turn off lights. The lights on existing fields shine in my daughters bedroom late into the evening 4-5 nights/week. TURN THEM OFF BY 10 o'clock, PLEASE! Keep the 150 foot buffer from outfields to adjacent property. Do not squeeze in extra fields. Our yards are shallow (23 feet) and susceptible to damage by flying objects.



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9

PLEASE PRINT NAME SCOTT MILLER MEETING DATE 12/11/2002

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT _____

ADDRESS 5814 N. 81ST SCOTTSDALE ZIP 85250

HOME PHONE (480) 643-6832 WORK PHONE (480) 643-6832

☐ YES, I WISH TO SPEAK REGARDING ITEM # _____

☒ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☒ I AM IN FAVOR OF AGENDA ITEM # 2-MP-2002-2 ☐ I AM OPPOSED TO AGENDA ITEM # _____

☐ I WISH TO SPEAK DURING "PUBLIC COMMENTS" CONCERNING _____

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A red light will appear when your 3 minutes are up

Comments Stop expanding the off-leash area. Why are we trying to accomodate dog owners in Mesa, Tempe & Phoenix? They do not pay Scottsdale city taxes, nor do they bring residual commercial business to our city when they bring their dogs to our parks. Do not alter our traffic to accomodate occasional users. Consider the residents who live and drive in the affected neighborhoods.



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9

PLEASE PRINT NAME Tony McFadden MEETING DATE DEC 10 2002

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT _____

ADDRESS _____ ZIP _____

HOME PHONE _____ WORK PHONE _____

☐ YES, I WISH TO SPEAK REGARDING ITEM # _____

☒ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☐ I AM IN FAVOR OF AGENDA ITEM # _____ ☐ I AM OPPOSED TO AGENDA ITEM # _____

☐ I WISH TO SPEAK DURING "PUBLIC COMMENTS" CONCERNING _____

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Comments are limited to 3 minutes.

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A green light will appear when you begin your comments

A yellow light will appear when you have one minute remaining

A red light will appear when your 3 minutes are up

Comments Please do not put a light at Starlight.
The fields need to be accessible to many
uses, I think the design is good.
Please do everything to get this moving.
These meetings are getting to be crazy
too many! for this.



SPEAKER/CITIZEN COMMENT CARD

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8

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PLEASE PRINT NAME BILL SHAWKEL MEETING DATE 1/22/03

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT HOME NEXT TO OFF LEASH PARK

ADDRESS 5868 N. 81ST STREET ZIP 85250

HOME PHONE (480) 664-6132 WORK PHONE _____

☒ YES, I WISH TO SPEAK REGARDING ITEM # 8. 2-11P2002#2

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☐ I AM IN FAVOR OF AGENDA ITEM # _____ ☐ I AM OPPOSED TO AGENDA ITEM # _____

☐ I WISH TO SPEAK DURING "PUBLIC COMMENTS" CONCERNING _____

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Comments are limited to 3 minutes.

Speakers representing two or more persons may be granted additional time

A green light will appear when you begin your comments

A yellow light will appear when you have one minute remaining

A red light will appear when your 3 minutes are up

Comments WHILE THE OFF-LEASH AREA IS AN ATTRACTIVE AMENITY TO THE DOG OWNERS

OF SCOTTSDALE AND SURROUNDING CITIES AS A HOME OWNER OF A NEARBY RESIDENCE I CAN

REPORT IT TO BE MUCH LESS THAN DESIRABLE IT IS BOTH SMELLY AND NOISY.

I WOULD REQUEST THE OFF-LEASH AREA BE LIMITED AS FAR AS POSSIBLE TO THE

NEIGHBORING PARKS WITH PARKING LIMITED TO STREET SIDE OF RAYDEN ONLY. I ALSO WOULD

APPROPRIATE FOR PARKS. PLEASE LIMIT AS NEEDED TO PROTECT THE QUALITY OF THE

AREA.



SPEAKER/CITIZEN COMMENT CARD

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8

PLEASE PRINT NAME SCOTT MILLER MEETING DATE 1/22/03

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT _____

ADDRESS 5814 N. 81ST STREET ZIP 85250

HOME PHONE (480) 905-8025 WORK PHONE _____

☒ YES, I WISH TO SPEAK REGARDING ITEM # 2-MP-2002#2

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☐ I AM IN FAVOR OF AGENDA ITEM # _____ ☐ I AM OPPOSED TO AGENDA ITEM # _____

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8

CHAPARRAL
PARK

PLEASE PRINT NAME JOHN BARNES MEETING DATE 1/22/03

IF APPLICABLE, NAME THE GROUP OR ORGANIZATION YOU REPRESENT YOUTH SPORTS

ADDRESS 7737 N. VIO DE LA MONTANA ZIP 85258

HOME PHONE 480 948 1838 WORK PHONE 602 222 5000

☒ YES, I WISH TO SPEAK REGARDING ITEM # 2-MP-2002#2

☐ NO, I DO NOT WISH TO SPEAK, BUT WISH TO COMMENT ON BACK OF THIS CARD.

☐ I AM IN FAVOR OF AGENDA ITEM # _____ ☐ I AM OPPOSED TO AGENDA ITEM # _____

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Chaparral Park- Extension

Municipal Use Permit 63-PA-02 #2

Project Narrative

The extension of Chaparral Park in the Indian Bend Wash occurs on a 20-acre site is east of Hayden Rd both south and north of McDonald Rd. The new park facilities will be adjacent to the Chaparral Water Treatment Plant.

Chaparral Park will include the following amenities:

- 2 lighted multi use fields (soccer and ballfields),
- 4.5-acre off-leash dog area
- 200 parking spaces,
- 2 restrooms (one at the off leash area, another between the ballfields),
- Xeriscape demonstration area,
- Multiuse paths,
- Area lighting,
- Maintenance yard,
- Landscaping and irrigation.

1

2

3



Parks, Recreation & Facilities Division
7340 Scottsdale Mall
Scottsdale, AZ 85251
(480) 312-2722
FAX 312-2337

MEMORANDUM

TO: Chairman and Members of the Planning Commission

FROM: Judy Weiss, Parks, Recreation & Facilities Manager
Gary Meyer, Parks/Trails Planning Manager
Steve Lehmann, Senior Recreation Coordinator

DATE: January 15, 2003

SUBJ: Chaparral Park Extension

As a follow-up to the December 11th Planning Commission meeting, we are providing additional information regarding the use of sport fields at Chaparral Park and throughout the city. We met with Commissioner Lotzar on January 8th to review our policies regarding field allocation and scheduling of sport teams. The attached information provides more documentation regarding sport field usage and sport field allocations. We also included xeriscape information from our Water Department in order to clarify the purpose and proposed use of the xeriscape demonstration area.

If you have any questions prior to the Commission meeting, feel free to contact any of us at 480-312-2722. We look forward to seeing you at the Commission meeting on January 22nd.

Background on Little League Use of Existing Chaparral Ballfields

The four ballfields that are currently on the north end of Chaparral Park, located on Hayden, north of Jackrabbit Road were completed in 1974. At that time the "East Scottsdale Little League" was involved with the planning and development of those fields. In 1972, Paul T. Davis, then the Assistant City Manager for the City of Scottsdale,

wrote a letter to Hallcraft Homes committing to “priority use of these fields [Chaparral Park] to the large little league organization working out of the Mohave School Area”.

That commitment is still kept today. The City has since gone back and upgraded the lighting and will do so as needed in the future. Little League continues to have priority use during the Little League season on these fields. They do not have “exclusive use”, but the East Scottsdale Little League and the outgrowth of that league, the McCormick Ranch Little League, continue to have priority usage of this facility during the little league season.

Xeriscape Demonstration Garden at Chaparral Park

The City of Scottsdale entered into the Non-Per-Capita Conservation Program by signing a stipulated agreement with the Arizona Department of Water Resources. One of the water conservation measures of the Program is an educational standard. The Xeriscape demonstration garden offers a unique educational opportunity to present information on using Xeriscape principles to create water-conserving landscapes. Xeriscape landscapes enhance the environment even through naturally occurring dry periods.

Urban landscapes are closely tied to our water supplies. High-water-use landscapes account for 50-80% of residential water use.

In a survey that was conducted during 2002, citizens demonstrated their support by responding to a survey in which 90% of respondents reported that they would value viewing landscape specimen plantings to help them make informed landscape choices.

The Chaparral Park site is outstanding in that it meets the guidelines for demonstration gardens and has the added advantage of being adjacent to a water treatment facility with funding associated to the landscaping of that facility.

In addition, the landscape architect firm engaged for renovation of the park, Ten Eyck Landscape Architects, was recently recognized with a Valley Forward Crescordia Award for environmental excellence for their remarkable work at the Desert Botanical Garden.

There are other environmental benefits associated with Xeriscape landscaping. It benefits homeowners by reducing water bills and maintenance costs through the use of beautiful drought-enduring landscapes. It benefits the local community by enhancing regional identity.

Chaparral Park presents a unique opportunity to demonstrate the many interrelated benefits of Xeriscape and add a valuable educational element to the park experience.